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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

A BILL to simplify the title to, and the transfer of, land was introduced by Lord DAVEY in the House of Lords on Tuesday last. The Bill was not issued up to Thursday, but we presume that it is the measure promoted by the Incorporated Law Society.

WE HAVE received a copy of draft rules under the Judicial Trustees Act, 1896, but too late for us to do more than notice generally some of their leading proposals. Under section 1 of the Act, which comes into operation on the first of next month, it will be possible for the court to appoint a judicial trustee who will undertake, either alone or jointly with the private trustee, the administration of the trust estate. A judicial trustee will be subject to the control and supervision of the court as an officer thereof. The Legislature contented itself with thus laying the foundation of the new system, leaving all the details to be supplied by rules to be made by the Lord Chancellor. The draft rules now issued deal with the following matters: Appointment of judicial trustee, appointment of official of court to be judicial trustee, administration of the trust, accounts and audit, remuneration and allowances, removal and suspension, resignation and discontinuance of judicial trustee, special trusts, exercise of the powers of the court, &c. The application for the appointment of a judicial trustee, if not made in a pending cause or matter, will be by originating summons; otherwise it will be made as part of the relief claimed, or by summons in the cause or matter (rule 2). Provision is made as to the persons upon whom the summons must be served (rule 3), and there must be supplied for the use of the court a statement of certain particulars concerning the trust estate which are enumerated at length in rule 4. On the appointment of a judicial trustee the court may make such vesting orders as may be necessary (rule 6). As soon as may be after his appointment the judicial trustee must furnish the court with a complete statement of the trust property, and must keep the court informed of any variations in it (rule 9). If not an official of the court, he must give security; and any premium payable by him to any guarantee company may, if the court so directs, be paid out of the income of the trust property (rule 10). A separate account for receipts and payments on behalf of the trust must be kept in the name of the trustees at some bank approved by the court, and all

title deeds, &c., must be deposited with that bank or in such other custody as the court directs (rule 11). All money coming into the hands of the judicial trustee on account of the trust must be paid without delay into the trust account, and the court may charge him interest not exceeding £5 per cent. on money unnecessarily retained (rule 12).

One of the most important features of the new system will be the facility of access to the court which the judicial trustee will enjoy. Under rule 13 he may at any time request the court to give him directions as to the trust or its administration. The request must be accompanied by a statement of the facts with regard to which direction is required, and the court may require the trustee or any other person to attend at chambers if it appears that such an attendance is necessary or convenient for the purpose of obtaining any information or explanation required for properly giving directions, or for the purpose of explaining the nature of the directions. If there is no reasonable doubt of any fact which affects the administration of a trust, the court may direct the judicial trustee to act without formal proof (rule 14). The accounts are to be made up once a year, and are to be audited in ordinary cases by an officer of the court. In cases of special difficulty they may be referred to a professional accountant for report (rule 15). Where remuneration is to be paid to a judicial trustee, the amount will be fixed by the court; and, in fixing this amount, regard will be had to the duties entailed upon him by the trust. Certain special allowances also are authorized; thus, for the statement of the trust property made on appointment, an allowance not exceeding ten guineas may be made, and for realizing and investing trust property an allowance not exceeding 1½ per cent. or 1 per cent. respectively on the amount dealt with, according as the realization is for the purpose of reinvestment or not. Also the court may in any year make a special allowance to a judicial trustee for special trouble in which he has been involved (rule 18). Remuneration payable to an official of the court as judicial trustee is to be applied as the Treasury direct (rule 19). Any person who is an executor or administrator may be appointed a judicial executor or administrator for the purpose of the collection and distribution of the estate of the deceased in the same manner as if he were a judicial trustee (rule 26). There are important regulations also with regard to the exercise of the powers of the court and the jurisdiction of county courts, to which we can only refer (rules 28-32). County courts having bankruptcy jurisdiction will have jurisdiction for the present purpose where the value of the trust property does not exceed £500. The powers of the court may be exercised in general by the "officer of the court"—that is, as regards the High Court (other than in proceedings in a district registry), the Chancery master attached to the chambers of the judge to whom the matter is assigned, with corresponding definitions for district registries, Palatine courts, and county courts (rule 34).

Lord Justice Lopes has again illustrated the advantage of uniting with his position in the Court of Appeal that of Chairman of Quarter Sessions. At the Wilts Quarter Sessions on Tuesday he took occasion to make some important observations on the Court of Criminal Appeal Bill which is now before the House of Commons, and though it is unlikely that that measure will become law, yet the question is certain to be revived in the future. The learned Lord Justice entertains strong objections as well to the proposal for reviewing the verdicts of juries as for the suggestions for securing a revision of sentences. With the verdict of the jury Mr. Pickersgill's Bill does not allow so much interference as the Bill formerly introduced by Lord James. That Bill contemplated an appeal against the verdict with power for the court to direct a new trial. The present Bill allows no new trial, but it permits the Court of Criminal Appeal, on reference from the Home Secretary, to consider the verdict, and, if thought proper, to set aside the conviction. But Lord Justice Lopes takes the view that under the present system the risk of a wrong verdict is infinitesimal, and that to allow any review of the decision of juries would seriously impair the sense of responsibility under which they now act. It will relax, he says, the sense of stern responsibility now so keenly recognized by juries, proceeding, in his judgment, from the feeling that their verdict is final and irrevocable. Any element of risk which exists under the present system he expects will be removed when the Bill for allowing the accused to give evidence on his own behalf has become law. There would be more satisfaction in his criticism could we be sure that the risk of an erroneous conviction was so slight as he asserts, and if in fact the verdict of the jury was accepted as final. But the well-established practice for the Home Secretary, where special reason exists, to review the evidence and form his own opinion whether the sentence ought to be executed or not, as well as the fallibility of even the best directed juries, makes it difficult to accept the view that verdicts are necessarily reliable, or that they are in practice final. The demand for a Court of Criminal Appeal is largely based on the feeling that the functions which the Home Secretary at present exercises in private and on his own responsibility ought properly to be exercised in public and by a court specially constituted for the purpose. The proposals for the revision of sentences by a Court of Criminal Appeal, to which Lord Justice Lopes also takes exception, raise a question of no little difficulty. Sentences depend on the facts of the particular case, and it will always be impossible to eliminate the personal element in the judge. Moreover, uniformity implies increasing sentences as well as diminishing them, and against this the Lord Justice expects there will be an outcry. Altogether he is very much opposed to the erection of any Court of Criminal Appeal other than the existing Court for Crown Cases Reserved, which is simply a Court of Appeal on matters of law.

The decision of the House of Lords in *Welton* v. *Saffery* carries to its last development the principle that under the constitution of limited companies as regulated by the Companies Acts it is not possible for shares to be issued at a discount. That such an issue cannot be effected so as to prevent the creditors from insisting upon the shares being paid up to their full nominal value in a winding up has been put beyond all doubt by a series of cases of which the decision of the House of Lords in *Ooregum Gold Mining Co. of India* v. *Roper* (1892, A. C. 125) is the latest. But in that case Lord Herschell threw out a suggestion that, while no infringement of the rights of creditors was possible, there was no objection to the issue at a discount being effectual when it was only a question of adjusting the rights of members of the company *inter se*. In substance this suggestion was at variance with the decision of the Court of Appeal in *Re Weymouth and Channel Islands Steam Packet Co.* (39 W. R. 49; 1891, 1 Ch. 66) where it was held that in distributing the surplus assets of a company in liquidation a payment should first be made to the holders of shares actually paid up in order to place them on a level with the shareholders who had taken their shares at a discount, and that only the balance should be divided rateably. But Lord Herschell's suggestion naturally offered a temptation for a fresh discussion of the matter, and the occasion for this presented itself in *Re Railway Time Tables Publishing Co., Ex parte Welton* (1895, 1 Ch. 255). In that case, upon a new issue of £5 shares, a large number were issued at a discount of £4 10s. a share. When the company came to be wound up a call of £2 5s. was made on these for the purpose of paying creditors and providing for the costs of the liquidation. The liquidator then made a further call of £2 0s. for the purpose of adjusting the rights of the contributories *inter se*; in other words he proposed to create out of the pockets of the holders of the discount shares a fund which might be distributed among all the shareholders. This course was upheld by Kekewich, J., and also by the Court of Appeal, the latter court, of which Lord Halsbury was a member, holding that it was bound by the case of *Re Weymouth and Channel Islands Steam Packet Co.* (*supra*). Upon the decision of the House of Lords, which was given on Thursday, we hope to comment more fully on a subsequent occasion, but while Lord Herschell had the courage to maintain his own suggestion and considered that the judgment of the Court of Appeal should be reversed, the rest of the House (Lord Halsbury, C., and Lords Watson, Macnaghten, Morris, and Davey) all concurred in holding that it must be affirmed. The gist of the reasons assigned was that the liability to pay

the full nominal value of the shares either in cash or in some other manner under a duly registered contract is part of the statutory constitution of every limited company, and that it holds both as regards creditors and for the purpose of regulating the rights of the members *inter se*.

THE COURT OF APPEAL (LORD ESHER, M.R., and LOPES and CHITTY, L.JJ.) have affirmed the decision of CHARLES, J., in *Coburn* v. *Colledge*, that the Statute of Limitations runs against a solicitor's claim to costs from the date when the work in respect of which the costs are due has been completed, and not from the time when, under section 37 of the Solicitors Act, 1843, he is able to commence an action for their recovery. Under that section an action cannot be commenced until the expiration of one month from the delivery of a signed bill of costs. Ordinarily, of course, this restriction is not very important for the purpose of the statute, but in the present case there was the special circumstance that the client by whom the costs were payable had been for several years abroad, and if the cause of action accrued after he had left this country the statute would not have commenced to run until his return (4 Anne, c 16, s. 19). The work was completed in May, 1889. The client left England on the 7th of June following, and the signed bill of costs was delivered on the 12th of June. The client did not return till 1896, and the writ was issued on the 12th of June in that year. Under these circumstances the bar of the statute was complete if the cause of action accrued in May, 1889, for the statute then began to run, and the subsequent absence of the client beyond the seas would not stop it. But if the action did not accrue till the 12th June, 1889, then the statute would not have begun to run until the client's return in 1896, and the action would be maintainable. Looking at the matter practically, the 12th of June, 1896, ought, of course, to be the critical date; for a cause of action is of no value unless it is accompanied by a right of action; and although a cause of action, apart from the question of the effect of section 37 of the Solicitors Act, 1843, undoubtedly accrued in May, 1889, the solicitor had no right of action and could not issue a writ till June. But at this latter date the very state of things existed for which the statute of Anne was intended to provide a remedy. In the face, however, of the words of the statutes under which the accrual of the *cause of action* marks the critical time, the solicitor's only chance was to argue that the expiration of the month from delivery of the bill of costs was part of the cause of action, and here the Court of Appeal were against him. The satisfaction of the requirement of section 37 was not a matter which the solicitor as plaintiff was bound to allege, though the failure to satisfy it might be objected by the client as defendant. Hence it was no part of the cause of action (*Cook* v. *Gill*, 21 W. R. 334, L. R. 8 C. P. 107; *Read* v. *Brown*, 37 W. R. 131, 22 Q. B. D. 128), and the solicitor's claim was defeated.

THE COUNTY COURT RULES, 1889, require notice to be given by a defendant of any "statutory defence" intended to be raised at the trial (ord. 10, rr. 10, 18). In the recent case of *Conroy* v. *Peacock*, a Queen's Bench Divisional Court (CAVE and LAWRANCE, JJ.) had to determine what are statutory defences within the meaning of these rules. It was held that a defence to an action under the Employers' Liability Act, 1880 (43 & 44 Vict. c. 42) relying on the absence of the notice of the injury complained of prescribed by section 4 of the Act falls within this category, and cannot therefore be set up at the trial, unless the defendant has given notice thereof in accordance with the County Court Rules above mentioned. This decision is, we think, fully warranted by the terms of ord. 10, r. 18, which applies not merely to any defence of which the defendant is required by any statute to give notice, but whenever the defendant relies upon "any statutory defence." Now, the omission by a plaintiff to fulfil such a statutory condition precedent to his right of action as is imposed by section 4 of the Employers' Liability Act obviously constitutes a statutory defence of which the defendant is at liberty to avail himself, and therefore falls within ord. 10, r. 18 of the County Court Rules, 1889.

THAT BLOT IN THE COUNTY COURT RULES (MARCH), 1897.

IN this year of commemorations and retrospects the county courts are certainly entitled to receive a large meed of praise and public approbation for useful work accomplished by them in the past. Since their establishment as small debts courts in 1846, their ordinary jurisdiction, and that conferred upon them by special statutes, has marvellously developed, while under their derivative jurisdiction they now annually dispose of a very large number of High Court actions transferred to them under sections 65 and 66 of the County Courts Act, 1888 (51 & 52 Vict. c. 43). Such a transformation of the county courts, as has taken place during the last fifty years, is apt, perhaps, to obscure the fact that, notwithstanding their ever-increasing importance as local courts of justice, they still discharge the useful functions of small debts courts, and that their original *raison d'être* was to provide an efficient debt-collecting machinery. This machinery has, in the ordinary course of things, from time to time been improved on lines suggested by practical experience. Where, however, a particular provision has stood the test of experience for many years, and has been found to work satisfactorily in the public interest, it should not be altered or interfered with in any way. Unfortunately, however, the County Court Rules (March), 1897, whose operation has been suspended until the 25th of May, seem, as we have already had occasion to point out (*ante*, p. 324), in one important instance at all events, to disregard this canon.

The obnoxious rule, to which we then had occasion to refer, is ord. 5, r. 9*a*. Without repeating our previous observations, we now propose to supplement them by a few additional remarks. The rule in question will seriously hamper and impede the working of that most useful provision of section 74 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), originally contained in section 1 of the County Courts Act, 1867 (30 & 31 Vict. c. 142), whereby, by leave of the judge or registrar, an action may be commenced in the county court in the district of which the cause of action wholly or in part arose. This enactment has proved a great convenience to wholesale traders and others, who, but for its salutary operation, would have to send agents all over the country to bring actions and attend at the trial thereof in small county courts, where sometimes once in two months only sittings are held, and where it might take six months to bring on a judgment summons. Its tendency, however, has been to diminish business in the smaller county courts and to increase that of the larger courts, within the districts of which the principal wholesale traders, at all events, mostly reside, and where that part of the cause of action which consists of failure to pay accounts at their head places of business almost invariably arises.

In our opinion the practice under section 74 should be characterized by that extreme simplicity which ought ever to be a special feature of all debt-collecting machinery. Unfortunately, however, in lieu of the existing practice under that enactment, which is comparatively simple, the new rule under consideration, which comprises no less that fifteen numbered paragraphs, introduces a series of complicated regulations, not easily to be comprehended or carried out even by the experienced practitioner, and altogether beyond the mental grasp of the ordinary litigant. Its aim would appear to be to favour and protect recalcitrant debtors by imposing on a plaintiff seeking to avail himself of the enactment above referred to terms and conditions, which, we venture to think, were never contemplated by the Legislature. Thus, in order to obtain leave to issue a summons out of the district in which the defendant dwells or carries on business, the plaintiff will, in future, have to select for himself, or ask a solicitor to do so, one of the mass of forms of affidavit given in the appendix to the new rules, setting forth facts and circumstances required to be deposed to justifying the granting of leave. This, we consider, is quite out of harmony with the obvious intention of section 74, which was that leave should be granted, not in exceptional cases only, but always save where good cause to the contrary is apparent.

But the requirements of the new rule are, we may remind our readers, by no means, exhausted by this provision. On the contrary, it is provided, by paragraph 14, that when leave *is*

granted, the plaintiff shall, where the residence or place of business of any proposed defendant is distant more than twenty miles from the court in which it is proposed to enter the plaint, deposit in court a sum reasonably sufficient to meet any allowance for travelling expenses and attendance at court which may be awarded to such defendant if successful. In view of the fact that an enormous majority of county court actions are undefended, and that the instances where a defendant has come to the place of trial, succeeded, and failed to get his costs, are very few indeed, we cannot but think that this vexatious burden, now for the first time imposed on plaintiffs, is as unnecessary as it is undoubtedly mischievous. Moreover, we believe that it will press heavily on county court officials, who will have to discharge additional duties, of a more or less irksome character, and keep fresh books in connection therewith.

It is, indeed, true that the new rule provides that, for "*good cause*," the judge or registrar shall be empowered to dispense with the deposit. But "*good cause*" is a vague term, difficult of application, and may be held to exist either where a plaintiff is so rich that to require a deposit would be an absurdity, or where he is so poor that to constitute it a *sine qud non* would amount to a denial of justice.

In making these additional observations on the requirements of the new rule we are not seeking to plead the cause of the rich against the poor. On the contrary, believing, as we do, that the existence of a good debt-collecting machinery largely conduces to that system of credit which enables the poor to live, we protest against its being impaired; just as, on similar grounds, we uphold the power of committal on judgment summonses (provided it be wisely and mercifully exercised), even though, according to some eminent authorities, such power ought never to be exercised at all.

PRE-VICTORIAN LEGISLATION AND ITS POSSIBLE JUBILEE REPEAL.

Mr. Balfour, in response to a question by Sir E. Ashmead-Bartlett whether he would appoint a Commission, "as a memorial of her Majesty's great jubilee," to undertake the codification and simplification of the laws of England, has declined to promise that "this enormous undertaking should be started at the present time," but added that he was prepared to "make an effort" in the suggested direction by consulting his legal friends in both Houses of Parliament. Some kind of "effort" will, therefore, no doubt be made, but looking to the expense and trouble of codification, and to the length of time required for its completion, we are not at all sanguine of any practical result. One step, however, might be very easily and very quickly taken with great practical advantage, and it is a step which would also be peculiarly appropriate to the Jubilee year.

We think that a very few months would suffice for the preparation of a few much-needed Bills to repeal and re-mould all our pre-Victorian statutory law. Any person conversant with the existing Statute book must have noticed that the bulk of the living part of it is Victorian. Bankruptcy Acts, Companies Acts, Municipal Corporations Acts, Local Government Acts, Summary Jurisdiction Acts, Solicitors' Acts, Matrimonial Causes Acts, Civil Procedure Acts (including the Judicature Acts and the County Courts Act), Education Acts, Factory Acts, Mines Regulation Acts, Criminal Law Consolidation Acts, Lands Clauses Acts, Railway Acts, Lunacy Acts, the Merchant Shipping Act, the Conveyancing Acts, the Settled Land Acts, and the three Codification Acts relating to Bills of Exchange, Partnership, and Sale of Goods—all these are wholly the product of the present reign. On the other hand, the first five volumes of the second edition of the Revised Statutes will be found to contain some 1,000 pages apiece of pre-Victorian statutes, of exactly equivalent force in point of law with the statutes succeeding them. That a later Act repeals an earlier one with which it is conflict, is elementary law. But implied repeals, especially since the establishment of our modern system of Statute Law Revision, are not to be assumed, and however antiquated and absurd a statute may be, it is the duty of the courts to give effect to it. Amongst the hundreds of pre-Victorian statutes which still remain unrepealed, there are, of course, not a few, such as the Statutes of Distribution, of Limitation, and of Frauds, the "Act of Elizabeth," the Prescription Act, the Septennial Act, and the Acts of Union, which still profoundly affect our existing law. But with the vast majority of them it is far otherwise. Here, for instance, is a list of such. We believe the Acts therein to be in the main wholly useless:

38 Ed. 3, st. 2.—By this Act, which was passed "to nourish love and peace and concord between Holy Church and the realme," it is enacted that persons obtaining benefices from the Court of Rome and their abettors shall on conviction be punished according to 25 Ed. 3, st. 5, c. 22—*i.e.*, that they be out of the king's protection, and that a man may do with them as with enemies of our Lord the King and his realm.

33 Hen. 8, c. 9: "The Act for maintenance of Artillery and debarring unlawful games."—This Act appears to legalize common gaming in any house kept by persons specially licensed. For it directs that "yt any pson hereafter sue for any placarde to have comon gaming in his house contarie to this estatute, it shal be contevned in the said placarde what game shall be used in the same house," and what persons shall play thereat, "the partye obteyning any such placarde before he put the same in execucon" to be "bounde by recognizaunce in the Chauncerie in a cten some to be appoynted by the discrecon of the lorde chauncelor of Englande that he shall not use the said placarde contarie to the fourme thereof." The Act also forbids the playing of bowls by servants "out of Christmas" and by any person out of his garden or orchard. Every mayor, sheriff, judge of assize, and justice of the peace is bound to cause this statute to be proclaimed "fower tymes in the yere," or in their several circuits and sessions. [Disobedience of a statute, it may be observed, is a common law misdemeanour, rendering the misdemeanant liable to unlimited fine or imprisonment, or both.]

2 & 3 Edw. 6, c. 1.—This Act imposes divers penalties on ministers not using the Prayer-book then in use and since replaced by the present Prayer-book, scheduled to the Act of Uniformity of Charles II., the penalty for the third offence being imprisonment for life.

5 Eliz. c. 9.—By this Act a convicted perjurer is liable to a penalty of £20, on non-payment of which he is "to bee sett on the pillorye" [abolished by 1 Vict. c. 23], "and there to have bothe his eares nayled."

18 Eliz. c. 6.—By this Act (which, though specially saved by 40 Geo. 3, c. 41, s. 7, is omitted from the Revised Statutes as "private") all Oxford, Cambridge, Winchester, and Eton College leases made after 1576 are void in law to all intents and purposes, unless one-third part at least of the "old rent" be reserved and paid in corn.

1 Car. 1, c. 1, and 3 Car. 1, c. 2.—By these Acts (which are not subject to the restrictions imposed on prosecutions under the well-known Sunday Observance Act, 1677 (29 Car. 2, c. 7) by the Sunday Observation Prosecutions Act, 1871) "there shall be no concourse of people out of their own parishes on the Lord's-day for any sports or pastimes whatsoever," the penalty on each offender being 3s. 4d., leviable by distress of goods, "and in default of such distress the partie offending to be set publiquelie in the stocks by the space of three houres"; and carriers and butchers exercising their trade on Sundays are liable to penalties of 20s. and 6s. 8d. a piece respectively, part of which may be given by convicting justices to the informer.

29 Car. 2, c. 9. "An Act for taking away the writt *De Haretico comburendo*."—By this Act it is expressly provided that nothing therein shall abridge the jurisdiction of Protestant archbishops or bishops in cases of "atheisme, blasphemy, heresie, or schisme, and other damnable doctrines and opinions," but that they may proceed to punish the same by degradation and other ecclesiastical censures *not extending to death* "in such sort as they might have done before the makeing of the Act."

9 Will. 3, c. 35.—By this Act any person having at any time made profession of the Christian religion who "shal by writing, printing, teaching, or advised speaking . . . deny the Christian religion to be true or the Holy Scriptures of the Old and New Testament to be of divine authority . . . and shal be convicted . . . for the first offence shal be adjudged incapable and disabled in law to all intents and purposes to have or enjoy any office, employment, ecclesiastical, civil, or military," and his office, if any, is to be declared void; while upon a second conviction he is to be disabled from suing in any court of law, or to be guardian of any child or executor of any person, or capable of any legacy or deed of gift or office within the kingdom for ever, "and shall also suffer imprisonment for the space of three years without bail or mainprise from the time of such conviction."

11 Geo. 2, c. 22 (the "Corn Exportation Act, 1727").—By this Act any person using violence to hinder the purchase or carriage of corn must by convicting justices be sent to gaol for three months, "and shall by the same justices be also ordered to be once publickly and openly whipped by the master or keeper of such gaol" in the town and where the offence was committed "on the first convenient market-day at the market-cross or market-place there between the hours of eleven and two of the clock."

25 Geo. 2, c. 37: "An Act for better preventing the horrid crime of murder" (the Murder Act, 1751).—By this Act, in the sentence pronounced on persons convicted of murder in Scotland "shall be expressed not only the usual judgement of death, but also . . . the marks of infamy hereby" (these marks have disappeared from the revised statutes) "directed for such offenders, in order to impress a just horror in the mind of the offender and on the minds of such as shall be present of the heinous crime of murder"; and it is also directed that after sentence the prisoner is to be fed with bread and water only. [The 9th section of this Act, which relates to rescue and applies to England as well as Scotland, perhaps requires re-enactment].

32 Geo. 3, c. 63 (the "Scottish Episcopalians Relief Act, 1792").—By this Act (section 13) no person may vote at a Parliamentary election in Scotland or be elected to a Scotch seat if he shall have been present twice in one year in any Episcopal chapel where the Royal Family shall not be prayed for in the Church of England form.

39 Geo. 3, c. 79.—"The Unlawful Societies Act, 1799." This Act extends to all friendly societies transacting any business other than that which directly and immediately relates to their particular societies, by virtue of section 32 of the Friendly Societies Act, 1896 (59 & 60 Vict. c. 25), re-enacting section 15 (1) of the Friendly Societies Act, 1875, as applied to branch societies by section 2 of the Friendly Societies Act, 1887. The Act declares every society the members whereof take any oath or subscribe any declaration not authorized by law, to be illegal, with exceptions only (1) for declarations approved by justices of the peace, and (2) for Freemasons' lodges established before 1799 and registered with the clerk of the peace for each county where a meeting is held, the clerk of the peace being directed annually to lay the registry before the justices in quarter sessions, who may order any lodge to be discontinued upon complaint that the continuance thereof "is likely to be injurious to the publick peace and good order."

10 Geo. 4, c. 7 (the Roman Catholic Relief Act, 1829).—By this Act (sections 28-36) any male person admitted a member of any religious order of the Church of Rome "shall be deemed guilty of a misdemeanour, and being thereof lawfully convicted shall be sentenced and ordered to be banished from the United Kingdom for the term of his natural life." If he do not depart within thirty days after sentence he may be conveyed to such place out of the United Kingdom as her Majesty, by the advice of her Privy Council, shall direct; and if he be at large within any part of the United Kingdom without lawful cause, "every such offender shall be transported for the term of his natural life."

We must now bring our list of pre-Victorian statutory absurdities to a close. It does not pretend to be exhaustive, and it is possible that one or two of the sections of the Act which we have placed on the list may require re-enactment. The Acts of 1799 and 1829 have been recently brought in the House of Commons to the notice of Mr. BALFOUR, who referred Mr. HEALY, in reference to the severities of the Acts relating to Roman Catholics, to the Statute Law Revision Committee (of which Mr. HEALY is a member) for redress. Rightly or wrongly that Committee has twice passed over the Act of 1829, and, as we have shewn, other Acts equally absurd, without any but very partial attempts at repeal; and what is more, in and by the Short Titles Act, 1896, Parliament has only just recently swept more than one of them again into the Statute book. What is wanted is something more than an isolated repeal here and there of some enactment which may happen to excite public attention, or the repeal of which may happen to be persistently urged by some active member of the House of Commons. Lord CAMPBELL, in 1856, first set Statute Law Revision going by passing a single comprehensive Act, 19 & 20 Vict. c. 64. That Act repealed 7 Ric. 7, c. 12, which enacted that "no man shall ride in harness within the realm, nor with launcegays (*sic*)," and no less than 125 other statutes of equal, greater, or less absurdity, but hardly more absurd in 1856 than the statutes we have referred to are in 1897. The Act, we may observe, is distinguished from all the score or more of bulky Statute Law Revision Acts which followed it in two respects—it had no saving clause, except for pending actions, and it had no partial repeals.

What is required is, first, another Act on the lines of this Act of 1856. For this purpose the 5,000 pages which the pre-Victorian Acts occupy should be read through by a few competent persons, of whom at least one should have been (though he should not still be) a member of the House of Commons, charged with the duty of preparing a schedule of Acts fit for absolute and entire repeal without saving or qualification. In the course of this perusal no doubt many more Acts may be found fit for a total repeal than those to which we have called attention. Many also will be found fit for partial repeal without absolutely necessitating a re-enactment of the unrepealed parts. These should be at once dealt with in a separate Act by way of repeal, and the living parts should be re-enacted in separate Acts to be passed hereafter. A third and much more important class, though a small one, will be composed of those Acts which must be re-enacted and consolidated with their Victorian successors. It is desirable, though not essential, that the Government should control the scheme. There is a precedent in the Master and Servant Act, 1889 (52 & 53 Vict. c. 24), which was the work of Mr. HOWELL, for an attempt of the kind being successfully made by a private member. In the same year, it may be observed, a vigorous, and it is to be hoped successful, attempt was made by the Coinage Act, 1889 (52 & 53 Vict. c. 58), to call in all our pre-Victorian light gold coin. Similarly may it not be long before we make a vigorous effort to call in all our pre-Victorian bad old Acts!

REVIEWS.

THE LAW OF LUNACY.

THE LAW OF AND PRACTICE IN LUNACY, WITH THE LUNACY ACTS, 1890-91 (CONSOLIDATED AND ANNOTATED); THE RULES OF THE LUNACY COMMISSIONERS, 1895; THE IDIOTS ACT, 1886; THE VACATING OF SEATS ACT, 1886; THE RULES IN LUNACY, 1892-93; (CONSOLIDATED); THE LANCASHIRE COUNTY (ASYLUMS AND OTHER POWERS) ACT, 1891; THE INEBRIATES ACTS, 1879 AND 1888 (CONSOLIDATED AND ANNOTATED); THE CRIMINAL LUNATICS ACTS, 1800-1884: THE RULES IN MACNAUGHTON'S CASE; AND A COLLECTION OF FORMS, PRECEDENTS, &c. By A. WOOD RENTON, M.A., LL.B., Barrister-at-Law. Stevens & Haynes.

Mr. Wood Renton has conceived an ambitious design and has carried it out on a vast scale. "No writer on the English Law of Lunacy," so far, he says, as he is aware, "has hitherto attempted to cover the whole field with which it deals, and to combine a systematic treatment of it with a practical annotation of the numerous statutes in which it is so largely embodied." In the present work Mr. Wood Renton attempts to realise both these objects. In other words, he deals with the numerous subjects in which the law of lunacy has been developed by the courts and also with the statutes upon which, to a large extent, the present law and practice are founded. Since the leading statute—the Lunacy Act, 1890—contains 342 sections, and these are printed in exceptionally large type and are very fully annotated, it is easy to understand the great bulk to which the work has run.

But while recognizing the thoroughness and ability with which Mr. Wood Renton has performed his task, we cannot help thinking that he has attempted to combine too much in one volume. The statute law of lunacy deals largely with matters of procedure, and is capable of being treated separately from those general principles with which Mr. Wood Renton is specially qualified to deal. The legal test of lunacy, the effect of lunacy upon civil capacity, whether in relation to testamentary disposition, to contract, or otherwise, and the criminal responsibility of the insane—these are questions on which the practitioner frequently requires guidance, and which are intrinsically interesting and important; but they have no special connection with the Lunacy Acts, and there is no advantage in including their discussion in the same volume with the Acts. According to the arrangement adopted by Mr. Wood Renton most of them are treated in Part I. under the head, "Lunacy Independent of Statute," but criminal liability is discussed towards the end of the book in connection with the rules in *Macnaughton's case*, and some important dissertations of a general kind, such as the history of lunacy administration down to 1890 (p. 70), and the jurisdiction in lunacy (p. 327), are to be found amongst the notes to the statutes. As there can be no doubt that Mr. Wood Renton's book will become a standard authority, we think he might with advantage consider whether in future editions the discussion of general principles might not be collected in one volume, and the statutes with the practice under them given in another.

As to the actual contents of the work, it is not necessary for us to say much. The important subject of testamentary capacity is adequately treated, and Mr. Wood Renton emphasizes the distinction between the present theory that a sound disposing mind is compatible with mental weakness in other directions and Lord Brougham's theory that a mind unsound at any point is unsound altogether. The judges now are less sure of their ability to judge of the mind as a whole, and are wisely content to satisfy themselves whether the testator's intellect was equal to the proper performance of the task before him. Practically, however, the difficulty of coming to a conclusion in any particular case is increased, just as the question of the punishment of the insane is harder now than under the doctrine which Mr. Wood Renton quotes from a charge of Lord Coleridge to a jury at Bodmin. It had been said, remarked the late Lord Chief Justice, that if a person was guilty of murder he should be hanged, whether he was sane or not; for if he was sane he deserved it, and if he was mad it did him no harm. The present theories of lunacy lack this pleasing simplicity.

We have already referred to the fulness of the annotations on the statutes. Examples will be found in the note on the effect of an alteration in a reception order (p. 170), on the practice with regard to inquisitions (p. 259), and on the costs of proceedings in lunacy (p. 378). The Acts of 1890 and 1891 have been consolidated, the repealed portions of the former Act being indicated by italics, and the sections of the latter by heavier type. The statutes relating to criminal lunatics are also placed in the body of the work, and an Appendix contains additional statutes, the rules in lunacy, and forms, as well

as other useful matter. Mr. Wood Renton is to be congratulated on the successful completion of a task which must have entailed upon him labour of no ordinary character.

THE LAW OF BANKING.

A TREATISE ON THE LAW RELATING TO BANKERS AND BANKING COMPANIES, WITH AN APPENDIX CONTAINING THE MOST IMPORTANT STATUTES IN FORCE RELATING THERETO. By the late JAMES GRANT, Barrister-at-Law. FIFTH EDITION by CLAUDE C. M. PLUMPTRE, Barrister-at-Law, assisted by J. K. MACKAY, Barrister-at-Law. Butterworth & Co.

The practice of banking is of such importance to the commercial world that it is essential for the law relating to it to be readily accessible, and the numerous cases which have been decided of recent years have made a new edition of the late Mr. Grant's treatise very desirable. As an illustration of how active in this direction the courts have been, perhaps no better chapter could be selected than that on securities to cover advances by banks, which is one of those which have had to be largely re-written. To mention only some of the most notable additions, the text now gives the effect of *Société Générale de Paris* v. *Walker* (11 App. Cas. 20) and *Colonial Bank* v. *Whinney* (11 App. Cas. 427) on mortgages of shares, and of *E. of Sheffield* v. *London Joint-Stock Bank* (13 App. Cas. 333) and *London Joint-Stock Bank* v. *Simmons* (1892, A. C. 201) on the the authority of a broker to pledge securities deposited with him. Prominence is rightly given also to *Powell* v. *London and Provincial Bank* (1893, 2 Ch. 555), which demonstrated the worthlessness of a blank transfer of shares, though probably the practice of accepting such transfers has not been materially diminished. Still more important for bankers is the doubt which has been recently cast in *Scholfield* v. *E. of Londesborough* (C. A., 1895, 1 Q. B. 536) on the possibility of finding any satisfactory principle underlying *Young* v. *Grote* (4 Bing. 253), though so far as that case applies to the relation of banker and customer it has not been overruled. The editors have had to content themselves with referring to the decision of the House of Lords in *Scholfield* v. *E. of Londesborough* only in the table of cases. But all through the volume it would be an easy matter to pick out instances in which the law has been of recent years developed by noteworthy decisions. Considering the extent of ground covered, the book is brought within reasonable compass, and the editors have maintained its character for clearness and conciseness, and, as far as we can judge, for accuracy. They have not omitted to notice the case of *Mrs. Langtry's Jewels*, and they suggest that if the jewels were received by the Union Bank in their capacity of bankers, which was probably the case, and not as mere gratuitous bailees, they were responsible, apart from any question of negligence, for giving up the jewels on a forged signature; but since, as the editors remark, the case, "unfortunately alike for the public and the legal profession, was settled before trial," the important question which it raised remains for the present unsolved.

THE LAW OF NUISANCES.

THE LAW OF NUISANCES. By EDMUND W. GARRETT, M.A., Barrister-at-Law. SECOND EDITION. William Clowes & Sons (Limited).

In its first edition, published in 1890, Mr. Garrett's book was recognized as a useful exposition of an important branch of the law. Since that date there have been considerable changes in the statute law relating to the subject, and in the ordinary course, moreover, a large number of fresh cases have been decided. The alterations thus effected in the law have, by means of a careful revision, been incorporated in the text of the present edition. According to Mr. Garrett's own statement some two hundred and fifty fresh cases have been added. The statutory changes are chiefly in respect of matters which he classes as minor statutory nuisances, and which affect the public health. A general definition of a nuisance Mr. Garrett does not attempt to give, but nuisances as ordinarily recognized fall within certain well-defined classes, and these form the subject of his book. Among those which more frequently come in question are nuisances arising from the improper interference with health or comfort. To exist in what is ordinarily known as civilized life requires a certain amount of robustness, and the law will not suffer a man to complain too readily of his neighbour's smoke or noise, or other objectionable characteristics. Children and pianos, for instance, it has been held on high authority are not actionable nuisances. But the limit is passed when, having regard to circumstances of time and place, the conduct of one's neighbour prevents the enjoyment of a reasonable standard of comfort, and then the assistance of the law can be successfully invoked. This principle is clearly expounded by Mr. Garrett, and the cases in which it has been applied are enumerated. One of the chief merits of his book is the clear and concise manner in which he uses the authorities. In the appendix of statutes he has included the Locomotives on Highways Act, 1896, and he has given also the circular letter of the Local Government Board, and the Order under the Act issued by the same authority.

BOOKS RECEIVED.

The Law and Practice of Letters Patent for Inventions. By LEWIS EDMUNDS, D.Sc., Q.C. Second Edition. By T. M. STEVENS, D.C.L., Barrister-at-Law. Stevens & Sons (Limited).

A Treatise on the Law of Guarantees and of Principal and Surety. By HENRY ANSELM DE COLYAR, Barrister-at-Law. Third Edition. Butterworth & Co.

A Manual of the Practice of the Supreme Court of Judicature in the Queen's Bench and Chancery Divisions; intended for the use of students and the profession. By JOHN INDERMAUR, Solicitor. Seventh Edition. Stevens & Haynes.

A Treatise on the Modern Law of Contracts: Including a Full Consideration of the Contracts and Undertakings of Public and Private Corporations, as determined by the Courts and Statutes of England and of the United States. By CHARLES FISH BEACH, jun. In Two Volumes. William Clowes & Sons (Limited).

The Law relating to Civil Engineers, Architects, and Contractors. With a Chapter on Arbitrations. By L. LIVINGSTON MACASSEY, Barrister-at-Law, and J. ANDREW STRAHAN, M.A., LL.B., Barrister-at-Law. Second Edition. Stevens & Sons (Limited).

The Business Man's County Court Guide: A Practical Manual of the Ordinary Procedure in these Tribunals, especially with Reference to Tradesmen's Disputes and the Recovery of Trade Debts; including Practical Information upon Evidence, Special Defences, &c., and with an Appendix of useful Forms and Table of Fees. Second and Revised Edition. By CHARLES JONES. Effingham Wilson.

A Handy Book on the Law of Husband and Wife. By JAMES WALTER SMITH, B.A. (Oxford), LL.D. (London), Barrister-at-Law. Eleventh Thousand. New and Revised Edition. Effingham Wilson.

Journal of the Society of Comparative Legislation. March, 1897. Rivington, Percival, & Co.

The Law Quarterly Review. April, 1897. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. Stevens & Sons (Limited).

CORRESPONDENCE.

THE LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—That hardy annual, the Land Transfer Bill, being once more introduced into Parliament, the question of the advantages or disadvantages of a system of registration under Government control over the present method of private conveyance becomes of interest, not only to the legal profession, but to the public at large. We presume that the supporters of the proposed change claim that vendors and purchasers will obtain the benefits of despatch and cheapness which they assert are not enjoyed under the existing practice.

We think, therefore, our own personal experience quite recently of the working of the Land Transfer Act, 1862, may be interesting and instructive to all concerned in dealings with land.

In August, 1895, a client of ours purchased by auction for a little less than £1,700 a freehold farm situate in one of the Midland counties.

The conditions shewed that the estate had been registered with an indefeasible title under the Land Registry Act, 1862, and we were therefore surprised to receive an abstract of title of twenty-one sheets. We afterwards found that we had more trouble in investigating the title than we should have had if it had not been registered, as all the deeds relating to the property were in the possession of the vendors, and, of course, had to be perused as in an ordinary sale and purchase, whilst in addition we were compelled to make searches at the Land Registry.

It might be thought that a conveyance of land with a registered indefeasible title would be of a simple character, and that points such as might arise in an ordinary case, which might necessitate the opinion of counsel, could not exist.

So far from such being the case we were compelled for the protection of our client to have the draft conveyance settled by a judge in chambers, and to refer other points in connection with the title and the contract to the court for decision.

The engrossment of the conveyance was sent to the vendor's solicitors on the 10th of December, 1895, with some lithographed forms of declaration to be made by the witnesses to the deed in verification of the due execution of the conveyance as required by the registry.

It appears that there is no statutory obligation on the part of the vendors to fill up and make these simple declarations, and the pur-

chaser is, therefore, at the mercy of the vendor and his solicitors both as to compliance and costs, and we had the greatest trouble and delay in consequence of our refusal to submit to the fee which was asked.

Our client's purchase was finally completed with the vendors at the end of April, 1896, and we then had to employ our London agent to register the conveyance at the Land Registry. Although no time was lost on our side, the requirements of the Land Registry were such that the registration was not completed until August, 1896—viz., about four months after the date of the completion with the vendors and twelve months from the date of the contract being signed.

The fees payable to the registrar on registration and for searches amounted to £11 18s. 5d., and our agents' costs in connection with the registration were over £5 10s.

It must be remembered that these payments are in addition to the stamp duty of ½ per cent. upon the amount of the purchase-money and our own costs for investigating the title, preparing the conveyance, &c., which would have been the only charges in an ordinary conveyance.

We are strongly of opinion there would be few titles now remaining upon the register if purchasers could readily remove them therefrom. We ourselves inquired what would be the cost of so doing and received this significant reply from the office: "The removal fee is double the registration fee!"

This decided us to register our client's conveyance, but we very much regret that we did so, as we found when too late that the registration cost our client considerably more than the double fee for removal.

The facts we have related must, we think, go a long way to prove that a system of official registration in exchange for that of private conveyance will not in the end be to the advantage of the general public.

The solicitor may, it is true, have his own charges cut down to a vanishing point, but the purchaser will have to pay fixed official fees as high, or even higher, instead of charges which can always be made a matter of arrangement between himself and his solicitor, and he will exchange the despatch and privacy of the present system for the red-tapeism, delay, and publicity of a Government office. Moreover, in cases where a purchase and mortgage are to be simultaneously effected, the delay, &c., may cause the greatest inconvenience and hindrance to borrower and lender alike. SHUTE & SWINSON.

8½, Waterloo-street, Birmingham, April 6.

BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As subscribers to the above journal, we shall be glad of the opinion of any of your readers on the following point.

A. in February last gives a bill of sale over his stock-in-trade, &c., by way of security for the repayment of £40 advanced by B., and interest thereon at the rate of one shilling in the pound per month. A. agreed to pay the principal together with the interest then due, by monthly payments of £3 on a certain day in every month succeeding the date thereof, and that in default of payment of any instalment of the said principal sum, he would pay interest on such instalment at the rate aforesaid from the date when the same should become due, until payment thereof.

A. duly pays the first monthly instalment of £3 in the following March, and on consulting us, finds he is paying interest at the rate of sixty per cent. and desires to pay B. off. B. is written to and offered the principal—viz., £40 and interest due to date, and a month's interest in lieu of notice. B. replies declining this, and demanding payment of £52 13s., being balance of principal, with interest calculated on remaining instalments of principal down to April, 1898, when, in the ordinary course the last payment under the bill of sale would be due.

Can B. insist upon this, which practically means that A. would be paying altogether £15 13s. for the use of £40 for about two months? We considered that in offering to pay the balance of principal with interest to date, and a month's interest in lieu of notice, we were making a very fair offer, but this is declined by the grantee, who insists upon his right to the interest as before mentioned. We should be glad of an opinion as to the correctness of his contention and as to A.'s rights with regard to redemption.

B. quotes two cases on which he relies—viz., *Moore* v. *The Southern Counties Deposit Bank (Lim.)*, C. A.; and *Simmons* v. *Woodward* 1892, H. L., but we cannot see that these touch the point as to redemption we have mentioned. EAST COAST.

April 3, 1897.

[Our correspondent will find an argument in favour of A.'s right of immediate redemption in a letter by Mr. Weir, *ante*, p. 255, and see *ante*, p. 267.—*Ed. S. J.*]

It was stated on Thursday that Mr. John Stratford Dugdale, Q.C., Recorder of Birmingham, was to be the successor to Mr. Justice Charles.

CASES OF THE WEEK.

Court of Appeal.

CARNEY v. PLIMMER. No. 1. 31st March.

GAMING—MONEY PAID IN RESPECT OF WAGERING CONTRACT—PROMISE TO REPAY—GAMING ACT, 1892 (55 & 56 VICT. c. 9) s. 1.

Appeal from the judgment of Day, J., in favour of the plaintiff in an action to recover £500 as money lent. The defendant and another person had agreed to fight a boxing match for £500 a side, each having to deposit that sum. The defendant asked the plaintiff, who was his second, to lend him the £500, and the plaintiff agreed to do so upon the terms that he was only to be repaid if the defendant won the match. The plaintiff accordingly paid the £500 to the stakeholder. The defendant won the match, and received the stakes, but refused to repay the £500, setting up the defence of the Gaming Acts. The learned judge gave judgment for the plaintiff. By section 1 of the Gaming Act, 1892, "any promise, express or implied, to pay any person any sum of money paid by him under or in respect of any contract or agreement rendered null and void by the Act of the eighth and ninth Victoria Chapter one hundred and nine . . . shall be null and void, and no action shall be brought or maintained to recover any such sum of money."

THE COURT (Lord ESHER, M.R., LOPES and CHITTY, L.JJ.) allowed the appeal.

Lord ESHER, M.R., said that the case came within section 1 of the Gaming Act, 1892. In his opinion this £500 was clearly money lent by the plaintiff to the defendant, but it was equally clear that it was lent in respect of a wager inasmuch as the plaintiff was only to be repaid if the defendant won the match. The transaction depended, so far as repayment was concerned, upon the result of a wager. The plaintiff, therefore, could not recover, and judgment must be entered for the defendant, but without costs either here or in the court below.

LOPES, L.J., concurred. The contract between the two combatants was a wagering contract, and that contract was null and void under 8 & 9 Vict. c. 109. It seemed to him clear that this £500 was paid by the plaintiff in respect of that wagering contract.

CHITTY, L.J., concurred.—COUNSEL, *Hugo Young* and *McCardie*; *Dorsett* and *A. Lyttelton*. SOLICITORS, *J. Davis*, for *East & Smith*, Birmingham; *Judge & Priestley*, for *P. Baker*, Birmingham.

[Reported by W. F. BARRY, Barrister-at-Law.]

***Re* DONISTHORPE AND THE MANCHESTER, SHEFFIELD, & LINCOLNSHIRE RAILWAY CO.** No 1. 25th March.

LANDS CLAUSES ACTS—COMPENSATION FOR LANDS INJURIOUSLY AFFECTED—APPLICATION FOR TRIAL IN HIGH COURT—JURISDICTION OF MASTER—REGULATION OF RAILWAYS ACT, 1868 (31 & 32 VICT. c. 119), s. 41.

Appeal from an order of Day, J., at chambers. On the 20th of February, 1897, Donisthorpe served notice on the railway company claiming compensation, under the Lands Clauses Act, 1845, in respect of land injuriously affected by the construction of a railway, and in case they disputed the amount of his claim, that the compensation should be settled by a jury. On the 1st of March the railway company took out an originating summons under section 41 of the Regulation of Railways Act, 1868, to have the question of compensation tried before a judge of the High Court and a special jury. Section 41 provides that whenever any question of compensation in respect of lands taken or injuriously affected is to be settled by the verdict of a jury summoned, as in the Lands Clauses Act, 1845, mentioned, "the company or the party entitled to the compensation may, at any time before the issuing by the company to the sheriff as by that Act directed, apply to a judge of any one of the superior Courts of Common Law at Westminster, who shall, if he think fit, make an order for trial of the question in one of the superior courts . . . and the question between the parties shall be stated in an issue to be settled in case of difference by the judge," &c. On the 12th of March the master refused the application. Subsequently, on the same day, the company issued their warrant to the sheriff to summon a jury for settling the compensation, the twenty-one days after the receipt of the notice limited for so doing by section 68 of the Lands Clauses Act, 1845, expiring on the 13th of March. On the 15th of March Day, J., on appeal, reversed the decision of the master, and made an order for the question to be tried before a judge of the High Court and a special jury. The claimant appealed and contended that the master had no jurisdiction to entertain the summons as this was a special jurisdiction conferred on the judge alone by section 41 of the Regulation of Railways Act, 1868, and was not a jurisdiction exercised by him under the Judicature Acts so as to give the master jurisdiction to act under order 54, r. 12; and that the provision in section 41 that the question was to be stated in the form of an issue confirmed this view, because a master had no power, except by consent, to settle an issue. The master having no jurisdiction, the order of the judge was too late as the warrant to the sheriff had previously been issued. *Re East London Railway Co.* (38 W. R. 312, 24 Q. B. D. 507) was referred to.

THE COURT (Lord ESHER, M.R., LOPES and CHITTY, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., said that the first question was whether the master had jurisdiction. Up to the passing of the Judicature Act, 1873, the application could only have been made to a judge. Now, by section 16 of the Judicature Act, 1873, that jurisdiction was transferred to the High Court, and was now exercised by the judges as judges of the High Court. Then order 54, r. 12, said that a master might exercise all jurisdiction

(with certain exceptions) under the Acts, that is the Judicature Acts, which might be exercised by a judge at chambers. Therefore, as the judge at chambers now exercised the jurisdiction under the Judicature Acts, the master could exercise it. In this case the master refused to make the order, but the judge differed from him and made the order. The order must be taken as made at the time when the master ought to have made it, and that was before the warrant was issued to the sheriff. The order was therefore made in time. It followed that the warrant to the sheriff must be treated as of no effect at all.

LOPES, L.J., concurred. The application to the master was not made too late if the master had jurisdiction. Before the Judicature Act, 1873, the master had no jurisdiction, but the effect of section 19 of that Act was to transfer the jurisdiction under section 41 of the Regulation of Railways Act, 1868, to the High Court to be exercised by a judge at chambers. Then, by order 54, r. 12, the master had the same powers at chambers as a judge, with certain exceptions. It was said that, as one of the exceptions was the settlement of issues, and as section 41 of the Act of 1868 enacted that the question should be stated in an issue, the judge alone had jurisdiction to deal with the matter. In his opinion that point was not a good one. The question of settling an issue had not yet arisen. The master therefore had jurisdiction on the present application. If the question of an issue did arise, and the parties could not agree upon it, then the judge would have to deal with that applicaton. The master having jurisdiction the judge's order was not too late, as at the time when the appeal came before him he was making the order which the master should have made.

CHITTY, L.J., concurred.—COUNSEL, *Toller; J. Eldon Bankes.* SOLICITORS, *Torr, Gribble, & Co.*, for *R. & G. Toller & Sons*, Leicester; *Cunliffes & Davenport*, for *J. Storey*, Leicester.

[Reported by W. F. BARRY, Barrister-at-Law.]

SAUNDERS *v.* **SAUNDERS.** No. 2. 24th March, 5th April.

DIVORCE—PRACTICE—CO-RESPONDENT—NECESSARY PARTY—INABILITY TO PROVE ADULTERY—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. c. 85), ss. 27, 28; DIVORCE RULES 2, 4, 5, 6.

This case raised the important question whether it is competent for a petitioner in divorce to proceed against his wife without making any person a co-respondent. The petitioner left this country on the 17th of April, 1894, and went to America. He returned on the 27th of May, 1896, and discovered that his wife had given birth to a child on the 27th of April, 1896, of which he was not the father. The birth of the child was registered without the name of any father. On the 2nd of June, 1896, the wife took out a bastardy summons against one Isaac Harry, alleging that he was the father of the child. The summons was returnable for the 17th of June, and was adjourned until the 8th of July for the attendance of witnesses. On the latter date the summons was struck out by the magistrates, the wife having failed to attend. The wife informed the husband's solicitors that Harry was the father of her child, and that she had never committed adultery with anyone else. On the other hand, Harry was prepared to swear that he had never had intercourse with Mrs. Saunders. The husband moved before Gorell Barnes, J., for leave to proceed with his suit without adding a co-respondent. Barnes, J., following a previous decision of his own (*Jones* v. *Jones*, 1896, P. 165, 44 W. R. Dig. 55), which had the approval of the President, refused leave. The petitioner appealed, and pointed out that in the absence of evidence (other than the wife's) against Harry, he would be entitled to be dismissed from the suit with costs.

THE COURT (LINDLEY and RIGBY, L.JJ., A. L. SMITH, L.J., dissenting) allowed the appeal.

LINDLEY, L.J., in the course of his written judgment, said: By section 27 of the Divorce Act (20 & 21 Vict. c. 85) every petition for dissolution of marriage "shall state as distinctly as the nature of the case permits the facts on which the claim to have such marriage dissolved is founded"; and by section 28, "upon any such petition presented by a husband the petitioner shall make the alleged adulterer a co-respondent on the said petition unless on special grounds, to be allowed by the court, he shall be excused from so doing." By section 11 of 21 & 22 Vict. c. 108, a person named as co-respondent may be dismissed by the court from the suit if the court thinks there is not sufficient evidence against him. By the Divorce Rules of 1865 every petition must be verified by the petitioner's verifying the facts of which he has personal cognizance and deposing as to his belief in the bulk of the other facts alleged in the petition (rule 2). Alleged adulterers must be made co-respondents unless the judge shall otherwise direct (rule 4), and applications for such direction must be supported by affidavits (rule 5). If the name of the alleged adulterer is unknown to the petitioner when he presents his petition, the name must be supplied as soon as known, and the petition must be amended accordingly (rule 6). Now, looking at these Acts and rules, and construing them without assistance from authorities, it appears to me that by "alleged adulterer" in section 28 and rule 4 is meant alleged by the petitioner in his petition. If the petitioner does not allege any adulterer, section 28 and rule 4 do not apply to the case. But rule 6 shews that if the petitioner knows the name of the alleged adulterer the petitioner must insert his name in the petition, and then by section 28 and rule 4 the person so named must be made a co-respondent unless the judge on special grounds otherwise directs. This, however, raises the question what is meant in rule 6 by the name of the alleged adulterer being unknown to the petitioner. Actual personal knowledge by the petitioner of the adultery charged and of the guilt of an adulterer cannot be expected, and it appears to me absurd to suppose that no name of any adulterer need be stated in the petition unless the petitioner has personal knowledge of his guilt and identity. The expression "unknown" in rule 6 refers to name and not to guilt, and the expression "alleged adulterer" in rule 6 cannot refer to any person already named in the petition, for the rule only applies where the name of the alleged adulterer is known. It seems to me plain that, if a petitioning husband is in any way informed of the name of anyone said to have committed adultery with his wife, he must make up his mind whether he will charge such person with adultery or not. If he decides that he will, he must in his petition allege adultery between his wife and such person and make him a co-respondent, unless the judge excuses the petitioner from so doing. On the other hand, if the husband decides that he will not charge adultery between his wife and the person named to him as guilty of adultery with his wife, whether because the husband does not believe in the truth of the accusation, or because he is convinced that he cannot prove such person's guilt, or for any other reason, there is a difficulty, for such a case is not very clearly provided for either by the statute or by the rules. The practice in such cases I understand to be to charge adultery with some person unknown and to apply to the court for leave to dispense with a co-respondent upon a special affidavit stating the information which the petitioner has as to the supposed adulterer, and stating the grounds on which the petitioner asks to be excused from making him a co-respondent: see *Pitt* v. *Pitt* (L. R. 1 P. & D. 464, 16 W. R. Dig. 8), *Tollemache* v. *Tollemache* (28 L. J. P. & M. 2, 7 W. R. Dig. 2). This is what the petitioner has done in this case. The Act and the rules, and the practice of the court based upon them, make it quite plain that in such cases as these it is for the court, and not for the petitioner, to decide whether a person whose name is known to the petitioner as a person accused of adultery with his wife on the occasion of the adultery charged against her shall or shall not be made a co-respondent. On all applications to be excused from making a person a co-respondent, whether such a person is charged with adultery in the petition or not, the judge's duty is by no means confined to the consideration of the interests of the petitioner, the respondent, and the other persons implicated. The Act shews plainly enough that the judge's duty is far wider than this. The provisions in the Divorce Act relating to the Queen's Proctor shew that divorce is not regarded as a matter which concerns only husbands and wives and those guilty of adultery. Divorce is regarded as a matter of grave social importance, in which the public are greatly concerned; and the judge, in considering what ought to be done in such cases as that now before us, is bound to protect this public interest, and to do what he can to prevent collusive divorces, and to check all other abuses of divorce proceedings which experience may shew are likely to occur. It appears to me wrong in principle for any court or judge to impose fetters on the exercise by themselves or others of powers which are left by law to their discretion in each case as it arises. In *Jones* v. *Jones* (*ubi supra*), which was a case very like the present, Barnes, J., reviewed all the previous cases to be found in the reports. It appears from the last paragraph of his judgment that he was not satisfied that the petitioner there could not obtain evidence of adultery by the person whose name he knew. This was an abundantly sufficient reason for refusing leave to the petitioner to proceed without making that person a co-respondent. But Barnes, J., as I understand his judgment, laid down, and intended to lay down, with the consent of the President, a general rule which he thus expressed: "Where the relief sought against the respondent is on the ground of adultery alleged to have been committed with a man whose name and identity are known, and who is alive, the petitioner must make such person a co-respondent, and the court ought not to excuse him from so doing merely because he finds that he cannot obtain evidence which will prove his case as against such co-respondent." If I understand this passage correctly, it means that, if a husband seeks a divorce from his wife on the ground of adultery, and he knows the name of a person who the petitioner is informed was her paramour, the petitioner must make that person a co-respondent, although the petitioner is convinced that he cannot obtain evidence to prove the man's guilt, and although he adduces satisfactory evidence that he really cannot do so. No such rule can, in my opinion, be extracted from the statutes, nor from the rules promulgated under their authority, nor from previously decided cases. It is, in my opinion, rather opposed to than supported by the course adopted by Sir Cresswell Cresswell, Lord Penzance, and Lord Hannen. See *Muspratt* v. *Muspratt* (31 L. J. P. & M. 28, 10 W. R. Dig. 15), *Carryer* v. *Carryer* (13 W. R. 507, 34 L. J. P. & M. 47), *Jinkings* v. *Jinkings* (L. R. 1 P. & D. 330, 15 W. R. Dig. 18), *Bagot* v. *Bagot* (62 L. T. Rep. 612, 38 W. R. Dig. 68). Some cases before Butt, J., appear to be in conflict with these. Instead of following any such rule as that laid down in *Jones* v. *Jones* (*ubi supra*), the court ought, in my opinion, to apply its mind to each particular case; and, being guided by the statute, the rules of court, and what experience shews to be dangers to be avoided, the court should decide what in each case it is most just and expedient to do. If Barnes, J., had considered the evidence and had said that he was not satisfied with it, I should have thought it wrong to overrule his decision on such a point. He appears, however, simply to have decided the case on *Jones* v. *Jones* (*ubi supra*). I cannot think this was right; and, as it is the duty of this court to make the order which ought to have been made in the first instance, I am of opinion that the appeal should be allowed, and that leave to proceed without naming any co-respondent should be granted.

A. L. SMITH, L.J., said: The "alleged adulterer" in the Act and rules, in my judgment, means the person with whom the accused wife is supposed to have committed the adultery charged; it does not mean only the person whom the petitioner may charge with the adultery in his petition as being the adulterer. The case of *Pitt* v. *Pitt* (*ubi supra*) shews that this is so. I apprehend that one object, at any rate, which the Legislature had in view when it enacted that "the petitioner shall make the alleged adulterer a co-respondent" was that the court should have before it a person whose interest it was to prevent a decree from being obtained at

his expense by collusion between the husband and the wife, and who might be able to check statements made by the one or the other. That some husbands and wives do agree together to, if possible, obtain from the court a decree for divorce for purposes of their own cannot be denied. If the petitioner has been informed of the name of the person with whom the accused wife is supposed to have committed the adultery charged, in my judgment he is bound to insert the name of that person in his petition as co-respondent, "unless on special grounds he shall be excused by the court from so doing." No dispensing power is given to a petitioner in the matter, and I understand that the practice of the Divorce Court is that, if it finds that a petitioner was informed of the name of a person supposed to have committed the adultery charged with the wife, and has not made him co-respondent (no leave having been obtained to dispense with him), the court stays the petition, and orders the supposed adulterer to be joined as co-respondent. The statute and the rules are not to be evaded by a petitioner leaving out of his petition upon his own motion the name of the person supposed to have been guilty of the adultery charged. This person cannot be left out, unless on special grounds the court gives leave that he should be. The petitioner cannot proceed with his petition if he names no co-respondent, without the leave of the court. *Pitt* v. *Pitt* (*ubi supra*) and *Tollemache* v. *Tollemache* (*ubi supra*) decide this. [His lordship then said that the argument was that the decided cases shewed that the court was bound to allow a husband's petition to proceed without a co-respondent where the alleged adultery was with a person unknown. His lordship having reviewed the cases upon the point decided between 1858 and 1890, continued:] In this remarkable want of unanimity of practice amongst the great judges who have presided over the Divorce Court since its formation, I can collect no such consensus of opinion as to establish any rule as what constitutes 'special grounds,' within the meaning of section 28 of the Act of 1857, for dispensing with a co-respondent. Since 1890 what authorities there are shew that the mere fact that the petitioner has only the wife's confession to rely upon as to her adultery does not afford special ground for dispensing with a co-respondent, if the petitioner has in fact information of the supposed adulterer's name and place of abode. This class of case is ever and again recurring. In the year 1896, in *Jones* v. *Jones* (*ubi supra*), Barnes, J., went through the cases, and, with the assent of the President (Sir Francis Jeune), laid down the rule, as I read it, that the mere fact of a petitioner being unable to obtain evidence against a man who is alleged to have committed the adultery charged with his wife, although he has evidence that she has committed the adultery with him, is not of itself a sufficient special ground for exempting a petitioner from making that man a co-respondent. There must be something more. I agree with the rule. If it were held that the alleged want of evidence against the adulterer was sufficient, it would open the door wide to many a collusive suit, not only between the petitioner and the respondent, but also between them and the supposed adulterer, which certainly was not the intention of the Legislature, and against which the Court of Divorce is ever on its guard. This rule does not, as it seems to me, fetter the discretion of the court, which is given to it by the Legislature, when considering generally what are sufficient special grounds for dispensing with a co-respondent; it simply lays down that this one ground by itself is not sufficient. In the present case, for the reasons above, I think that Barnes, J., came to a right conclusion in refusing leave to the petitioner to proceed with his suit without making Harry a co-respondent; and that the appeal should be dismissed.

Rigby, L.J., read a judgment concurring with that of Lindley, L.J. Appeal allowed.—Counsel, *Priestley*. Solicitors, *Crowders & Vizard*, for *W. Howell*, Llanelly.

[Reported by W. Shallcross Goddard, Barrister-at-Law.]

High Court—Chancery Division.

LACON & CO. *v.* LACEBY. North, J. 3rd April.

Licence—Implied Covenant—Surrender—Licensing Act, 1872 (35 & 36 Vict. c. 94), s. 50.

This was a motion by the plaintiffs to restrain the defendant from surrendering the licence of a public-house known as the "Five Alls," Battersea Park-road, which he held under a lease for twenty-one years expiring in 1899. The lease contained a proviso for re-entry in case the house should cease to be used as a licensed house, but contained no covenant not to terminate the licence. The plaintiffs were brewers at Yarmouth, who had purchased the property for £10,000, but without the licence the value of the house would be £800. The defendant at the last brewster sessions applied for a licence for the use of the whole of No. 2, Abercrombie-street as a public house (having some time previously obtained a restricted licence to use the cellars of that house, which adjoined the "Five Alls"). The magistrates made the surrender of the existing licence a condition of granting such new licence. The plaintiffs now said that there was an implied obligation upon the defendant to continue the licence, and further, that the landlord ought to have had notice of the application, which amounted to a removal of a licence from one part of the district to another within the meaning of the Licensing Act, 1872, s. 50. With reference to this, application had been made for a writ of *certiorari*.

North, J., said that there was no obligation upon the defendant to refrain from surrendering the licence. He had some doubt whether there was a removal of a licence within the Act, but thought it was not a case for the interference of the court. He, however, granted an injunction over sufficient time to enable the plaintiffs to appeal upon their undertaking to do so at once.—Counsel, *Swinfen Eady*, Q.C., and *Begg*; *Vernon Smith*, Q.C., and *Chubb*. Solicitors, *Wellington Taylor*; *W. W. Young & Son*.

[Reported by G. B. Hamilton, Barrister-at-Law.]

***Re* RIDDING, THOMPSON *v.* RIDDING.** Stirling, J. 19th March and 3rd April.

Will—Tenant for Life and Remaindermen—Leaseholds—Liability for Repairs.

Summons. The question in this case was whether the testator's widow, who was tenant for life under his will was entitled to the gross or net income of certain leaseholds directed to be retained by the will. The testator appointed his wife and another person his executors and trustees, and after empowering them to carry on his business, directed that certain leasehold houses therein specified and any other leasehold houses he might acquire during his life should be retained by his trustees and the income thereof paid as thereinafter mentioned. He bequeathed the whole income of his residuary estate to his wife for life, with remainders over to his children. The present summons was taken out by the trustees to have it determined *inter alia* whether the ground-rent of the leaseholds and other outgoings were to be borne by the tenant for life or whether she was entitled to have the gross income derived from the leaseholds paid over to her without any deductions.

Stirling, J.—The first question is whether the gross income of the leaseholds directed to be retained by the testator's will is to be paid to his widow without deduction for ground-rents or repairs which had to be executed after the testator's death or otherwise. Looking at the language the testator has used in his will, I think that he intended that the net income only of the retained leaseholds should be paid to the widow, and she must therefore bear the proper outgoings. On behalf of the widow the case of *Re Baring*, *Jeune* v. *Baring* (41 W. R. 87; 1893, 1 Ch. 61) was relied on. That case was decided partly on the language of the particular will in question and partly on *Re Courtier* (35 W. R. 85, 34 Ch. D. 136). So far as *Re Baring* depends on the language of the particular will, I do not propose to discuss it, but as regards *Re Courtier* I must say I cannot put the same construction on the language of the Court of Appeal in that case which was put on it in *Re Baring*. *Re Courtier* certainly does not govern this case. The only question the Court of Appeal were dealing with there was whether the tenant for life was bound to put the leaseholds in such a state of repair as to satisfy the covenants in the leases. I do not think therefore that that decision can be relied on as an authority against the conclusion I have come to in the present case.—Counsel, *P. F. Wheeler*; *Whinney*; *W. H. Cozens-Hardy*. Solicitors, *Sheffield, Son, & Powell*, for all parties.

[Reported by J. I. Stirling, Barrister-at-Law.]

FINLAY *v.* DARLING. Romer, J. 31st March.

Settlement—Covenant to Settle After-acquired Property—Investments of Income and Accumulations of Income of such Investments.

Special case. By an indenture of marriage settlement dated 20th of September, 1872, and made between J. F. of the first part, the defendant C. D., who shortly afterwards became the wife of J. D. (then C. F. spinster), of the second part, J. D. of the third part, and trustees of the fourth part, personal property was settled or covenanted to be settled upon usual trusts for the wife, husband, and issue of the marriage, the first life interest being to the wife for her separate use. And in the same indenture was contained a covenant for the settlement of the said defendant's after-acquired property in the following terms: "And it is hereby agreed and declared that if during the said intended coverture the said C. F. or the said J. D. in her right shall become seized, possessed of, or entitled to any real or personal property of the value of £200 or upwards for any estate or interest whatsoever (except jewels, trinkets, ornaments, plate, pictures, prints, and books, and other articles of the like nature, as to which it is hereby declared that the same shall belong to the said C. F. for her separate use) then and in every such case the said J. D. and C. F. and all other necessary parties shall, as soon as circumstances will admit, and to the satisfaction of the settlement trustees or trustee for the time being, convey, assign, and assure the said real or personal property to or otherwise cause the same to be vested in the settlement trustees or trustee upon trust," the trusts being in effect for sale and conversion of the said property, with the usual exceptions of money, or annuities, or life interests of the said defendant. The plaintiffs were the present trustees of the settlement. There were now living (besides the defendant) J. D., her husband, and seven children of the said marriage. The defendant from time to time invested in her own name income derived by her under the settlement and accumulations of the income derived by her from such investments, and there were standing in her name divers stocks, shares, and securities representing such investments largely exceeding £200 in value. The plaintiffs claimed that the same were subject to the trusts of the settlement, and their counsel relied on *Re Bendy*, *Wallis* v. *Bendy* (43 W. R. 345; 1895, 1 Ch. 109) and *Lewis* v. *Madocks* (8 Ves. 150, 17 Ves. 48).

Romer, J., said that the question was whether the investments were subject to the covenant to settle after-acquired property in the settlement. It was reasonably clear that it was not intended to bind the married woman's income arising from the settled property, or to apply to capital coming to her after the date of the settlement of a less value than £200. If the income was not bound, it was not right on principle to hold that, because she accumulated that income and did not spend it, that became bound which was not bound before. If accumulations were not bound in her hands or those of her bankers, why were they bound when invested?

That was his lordship's view of the covenant and principle, which clearly pointed to the property not being bound. *Lewis* v. *Madocks* was a decision on a covenant of an entirely different character, to which different considerations applied. If *Re Bendy, Wallis* v. *Bendy*, was completely and correctly reported in the *Law Reports*, with deference to Kekewich, J., his lordship could not follow it, but he thought there must be other circumstances besides those which appeared in the report.—COUNSEL, *H. Terrell; J. Dixon.* SOLICITORS, *Pitman & Sons*, for *H. Russell*, Lichfield; *Rowcliffes, Rawle, & Co.*

[Reported by J. F. WALEY, Barrister-at-Law.]

PLANT *v.* **BOURNE.** Byrne, J. 29th, 30th and 31st March.

CONTRACT—SALE OF LAND—STATUTE OF FRAUDS—UNCERTAINTY—PARCELS—EXTRINSIC EVIDENCE.

On the 12th of February, 1896, the plaintiff and defendant entered into and signed an agreement in writing whereby the plaintiff agreed to sell and the defendant "agreed to purchase at the price of £5,000, 24 acres of land freehold, and the appurtenances thereto, at Totmonslow, in the parish of Dracott, in the county of Stafford, and all mines and minerals thereto appertaining; possession to be had on the 25th of March next, the vendor guaranteeing possession accordingly." Upon the defendant refusing to complete the plaintiff brought this action for specific performance of the agreement. The statement of claim alleged that he was the owner of a freehold piece of land in Totmonslow containing 24a. 1r. 26p., with which the defendant was well acquainted, and that the defendant had, before signing the agreement on the same day, gone by appointment over the land with the plaintiff and had carefully examined it. At the trial counsel proposed to give evidence of these statements. This was objected to by counsel for the defendant on the ground that the contract contained no such description or indication of the property as would satisfy the Statute of Frauds, and that extrinsic evidence could not be given to supply the want of description.

BYRNE, J.—The question I have to decide is whether the agreement is a sufficient memorandum within the Statute of Frauds. It is clear that it contains some of the elements required by the statute. Both the parties and the price are named. But more than that is required. There must be a description certain in words, or if not certain, capable of being rendered certain. I have been referred to many cases where a memorandum has been held sufficient, but in all of them there is something which connects the memorandum with other acts, or words of definition, words such as "the," "my," "these," or the like, which shew that the parties have agreed to a definite and particular property beforehand. Or there are words on the face of the memorandum referring to some other document or documents, or other matters, which enable the property referred to be determined with certainty. In the present case I do not find any such words. Suppose the agreement had been simply that "the plaintiff agreed to sell, and the defendant to purchase, at the price of £5,000, twenty-four acres of land," it could not have been said that evidence could have been received to shew what twenty-four acres were intended. And I do not think that that description is assisted by the addition of the words "freehold, and all appurtenances thereto, at Totmonslow." There is still left out what I conceive is essential before you can admit parol evidence—namely, words such as I have mentioned, which are a key by which, directly it is used, you can say with certainty what it was that was contracted to be sold. In both *Shardlow* v. *Cotterill* (26 SOLICITORS' JOURNAL 109, 20 Ch. D. 90), and *Bleakley* v. *Smith* (11 Sim. 150), which is, perhaps, as near the present case as any, there are words of this kind upon the face of the documents. I think that the memorandum here just fails to satisfy the provisions of the statute, and that consequently I cannot allow the parol evidence which is tendered on behalf of the plaintiff to be given. Judgment for the defendant.—COUNSEL, *Eve*, Q.C., and *J. Rolt; Astbury*, Q.C., and *A. J. Chitty.* SOLICITORS, *Vizard & Monk Smith; Pitman & Sons*, for *F. W. Bailey*, Newcastle, Staffs.

[Reported by NEVILLE TEBBUTT, Barrister-at-Law.]

High Court—Queen's Bench Division.

EDWARDS *v.* **STEEL, YOUNG, & CO.** Com. Court. 1st and 2nd April.

MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), s. 186—MASTERS AND SEAMEN—LEAVING SEAMEN ABROAD—MAINTENANCE AND PASSAGE HOME.

This action was tried in the Commercial Court, and was brought as a test action. The plaintiff was a seaman, and the claim was for passage-money, maintenance, and wages. The plaintiff resided at West Hartlepool, and on the 31st of July, 1896, he entered into a contract at that place with the defendants, shipowners, to serve as a seaman on board the ss. *Capenor* belonging to them, at the rate of £4 per month and rations, and he shipped as such seaman on board the said vessel for a voyage to Madeira and other foreign ports. The term of the engagement was for twelve months if the voyage lasted so long, and the plaintiff was to be discharged between Elbe and Brest or the United Kingdom at the master's option. The vessel proceeded abroad to Madeira and other places, and then to Rotterdam, and from thence to Antwerp, where she arrived on the 25th of November, and on the following day the plaintiff was discharged and was paid his wages up to such date before her Majesty's consul at that port. The plaintiff alleged that when he was before the consul, and before he received his money or signed anything, he requested to be sent back to West Hartlepool, that being the port from which he shipped, and he also asked for maintenance from Antwerp to West Hartlepool. This, however, the defendants denied. The master provided the plaintiff with an order for a voyage without rations to the port of Grimsby. On the 28th of November the plaintiff sailed on board the ss. *Ashton*, and arrived at Grimsby on the 29th and at West Hartlepool on the 30th. During his voyage from Antwerp the plaintiff had to pay for his own maintenance. The plaintiff thereupon brought an action to recover maintenance and lodgings at Antwerp from the time of his discharge to his departure for Grimsby, also maintenance on the voyage from Antwerp to Grimsby, and tram fare from Grimsby to West Hartlepool. Section 134 (*c*) of the Merchant Shipping Act, 1894, provides that: "In the event of a seaman's wages, or any part thereof, not being paid or settled as in this section mentioned, then, unless the delay is due to the Act or default of the seaman, or to any reasonable dispute as to liability or to any other cause, not being the wrongful act or default of the owner or master, the seaman's wages shall continue to run and be payable until the time of the final settlement thereof." Section 186 provides (*inter alia*) that (1) "Where the service of any seaman or apprentice belonging to any British ship terminates at any port out of her Majesty's dominions, the master shall give to that seaman or apprentice a certificate of discharge. . . ." (2) "The master shall also, besides paying the wages to which the seaman or apprentice is entitled, either: (*a*) Provide him with adequate employment on board some other British ship bound to the port in her Majesty's dominions at which he was originally shipped, or to a port in the United Kingdom agreed to by the seaman; or (*b*) furnish the means of sending him back to some such port; or (*c*) provide him with a passage home; or (*d*) deposit with the consular officer . . . such a sum of money as is by the officer . . . deemed sufficient to defray the expenses of his maintenance and passage home." For the plaintiff it was contended that shipowners are bound to send men back to the port from which they shipped at, and that they were also bound to provide them with sufficient money to maintain themselves on the voyage home to such port. "Home" does not merely mean the United Kingdom. For the defendants it was contended that the Act did not intend that an owner should be compelled to send a seaman discharged out of her Majesty's dominions back to the port whence he shipped, but simply provided for the repatriation of the seaman, and that the owner could send a seaman back to any port in the United Kingdom that he may select.

COLLINS, J., in giving judgment for the defendants, said: If the plaintiff had been discharged at Grimsby he would have had nothing to complain of. According to the master's evidence the plaintiff left the matter in the consul's hands. The question he, the learned judge, had to decide was whether the defendants had done all that section 186 requires. He thought that this case fell within sub-section 2 (*d*). The master had paid to the plaintiff all that the consul required him to pay, and he thought the master had done all that was necessary to be done under that sub-section. In his opinion the passage to Grimsby was a passage "home." A "passage home" did not necessarily mean a passage to the port at which the seaman was originally shipped. Grimsby was a port within the ambit of the port where the voyage began and was, he thought, "home" within the meaning of the statute. The plaintiff was therefore not entitled to recover in this case. As to the question of maintenance he could not hold that the defendants were liable to pay any sum under sub-section 2 (*d*) as the consul had fixed a sum which he considered was sufficient to satisfy the defendants' obligation. If he had not done so it might be otherwise. Judgment for defendants.—COUNSEL, *Robson*, Q.C., and *J. D. A. Johnson; J. Walton*, Q.C., and *Lewis Noad.* SOLICITORS, *Pattinson & Brewer; W. A. Crump & Son.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **DODINGTON.** Div. Court. 31st March.

REVENUE—ESTATE DUTY—EXEMPTION—PROPERTY SETTLED BY A WILL OR DISPOSITION—POWER OF APPOINTMENT EXERCISED BY WILL—FINANCE ACT, 1894, s. 21 (1).

This was an information by the Attorney-General praying that it might be declared that estate duty became payable on the death of William Popham on the 28th of August, 1894, upon the principal value of the funds remaining subject to an indenture of settlement and which passed at his death. By the settlement, which was dated the 16th of October, 1871, and which was made in contemplation of the marriage of William Popham with Mrs. Bailward, certain property was vested in trustees upon trust to pay the income to Mrs. Bailward for life, and after her death to William Popham for life, and after the death of the survivor for such persons as Mrs. Bailward should appoint. The marriage of William Popham and Mrs. Bailward took place, and by two deeds, made respectively in 1878 and 1880, Mrs. Popham appointed that two sums of £600 and £300 should be raised and paid to herself. By her will Mrs. Popham appointed that after her decease, subject to the life interest of Mr. Popham, the trustees should hold the trust fund upon trust for her children by her first marriage. Mrs. Popham died on the 10th of August, 1883, and the executors of her will paid probate duty upon the value of the trust fund after deducting the value of Mr. Popham's life interest. Mr. Popham died on the 28th of August, 1894, and estate duty was claimed upon the trust fund as being within section 2, sub-section 1 (*b*), of the Finance Act, 1894. The defendant claimed to be exempted from the estate duty under section 21, sub-section 1, of the Act, which provides that "Estate duty shall not be payable on the death of a deceased person in respect of personal property settled by a will or disposition made by a person dying before the commencement of this part of this Act, in respect of which property any duty mentioned in paragraphs 1 and 2 of the first schedule to the Act, or the duty payable on any representation or inventory under any Act in force before the Customs and Inland Revenue Act, 1881, has been paid or is payable." The first schedule, paragraph (1) refers to probate duty under the Customs and Inland Revenue Act,

1881 (44 & 45 Vict. c. 12), and paragraph (2) to "account duty" imposed by section 38 of the above Act as amended by section 11 of the Act of 1889 (52 & 53 Vict. c. 7).

THE COURT (VAUGHAN WILLIAMS and WRIGHT, JJ.) held that estate duty was payable only upon that part of the trust fund on which probate duty had not been paid on the death of Mrs. Popham—viz., the value of the life interest of Mr. Popham.

VAUGHAN WILLIAMS, J., after referring to the terms of the indenture of settlement, said that it was contended for the Crown that estate duty was payable under section 1 of the Finance Act, 1894, upon the whole of the trust fund remaining at the death of Mr. Popham. The respondents, by their answer, claimed that they were exempted from such duty by section 21, inasmuch as Mrs. Popham by her will had disposed of the trust fund in favour of certain beneficiaries, and on her death the value of the reversionary interest so disposed of had been included in the affidavit of value by her executors for the purpose of obtaining probate, under 44 & 45 Vict. c. 12, and probate duty had been paid on that sum. In arriving at that value the value of Mr. Popham's life interest had been deducted. The question of the liability to pay the estate duty claimed by the Crown depended entirely on the construction of section 21 of the Act. The contention of the Crown was that no duty mentioned in paragraphs 1 and 2 of schedule 1 had been paid in respect of property "settled by a will or disposition made by a person dying" before the Act within the meaning of that section. It was common ground that it could not be said that duty had been paid in respect of personal property settled by will, but it was said on behalf of the respondents that duty had been paid on property settled by a "disposition," and also that the duty so paid was a duty mentioned in the schedule. That depended on what was the nature of the act of Mrs. Popham under which the disposition was made. It was said for the Crown that the disposition in question was independent of the settlement, it being a power of disposition left in her notwithstanding the settlement. On the other side it was said it must be treated as the exercise of a power of appointment under the settlement and was a settlement by disposition within the meaning of section 21. On this part of the case his lordship agreed with the respondent's contention. He thought the exercise of the power of appointment ought to be referred to the instrument creating the power. That was decided in *Attorney-General* v. *Chapman* (1891, 2 Q. B. 526) and in his lordship's opinion this case came within the very words of section 21. The scope of the Act was to substitute the estate duty for certain other duties, and it was intended by the Legislature that double duty should not be paid in respect of property thus settled. That hardship would not have been prevented if the contention of the Crown had prevailed. There remained the question whether any duty was payable in this case. When the probate duty was paid on the death of Mrs. Popham the value of the life interest of Mr. Popham was deducted. The respondents could not say as to that portion that any duty had been paid, and therefore the Crown was entitled to judgment in respect of the claim for estate duty in respect of the value of Mr. Popham's life interest.

WRIGHT, J., concurred.—COUNSEL, *The Attorney-General, the Solicitor-General*, and *Vaughan Hawkins; Haldane*, Q.C., and *Danckwerts*. SOLICITORS, *Solicitor of Inland Revenue; Flower, Nussey, & Fellowes*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

MONKWEARMOUTH FLOUR MILL CO. v. LIGHTFOOT. 3rd April.

COMPANY—LIQUIDATION—MONEYS COLLECTED FOR COMPANY—DEBT DUE FROM COMPANY—SET-OFF.

Action tried at Leeds Assizes for £95 9s. 6d., balance of moneys received by the defendant on behalf of the company. The facts are sufficiently stated in the considered judgment of

BRUCE, J.—This was an action for money had and received. It was not in dispute that the defendant received the money or that it was money of the plaintiffs' paid to the defendant by the debtors of the plaintiffs. But the defendant alleged that he was not liable to the plaintiffs on the ground that he never received the money to their use. The question arose in this way: The defendant was employed by the plaintiffs as their traveller on the terms that he should receive a certain salary and commission and be responsible for a fixed proportion of the bad debts. On the 9th of March, 1896, a resolution was proposed, after all due formalities had been observed, for the voluntary winding up of the plaintiff company. A Mr. Bagot was appointed by the liquidators to collect the outstanding debts due to the plaintiff company. The defendant was employed by Bagot to collect the debts for him, and the moneys in question were collected from the debtors of the plaintiffs by the defendant as the servant of Bagot. Mr. Lowenthal contended that as the defendant had received the money for his principal, Bagot, he was liable only to him. Without questioning the principle of *Stephens* v. *Badcock* (3 B. and Ad. 354), *Barlow* v. *Browne* (16 M. & W. 126), and other cases, it seemed to his lordship that the defendant had rendered himself liable to the plaintiffs because he had, with the assent of Bagot, agreed to hold the money to the use of the plaintiffs and appropriated it as money held by him, not for Bagot, but for the plaintiffs. His lordship referred to a letter written by the defendant to the liquidator with Bagot's assent, containing a statement of the sums collected and the commission claimed from the company as affording evidence that the defendant had made the collection on behalf of the plaintiffs. The statement therein that if the liquidator found the account incorrect he would rectify it shewed that the defendant admitted holding the money to the use of the company subject to any set-off. On the authority of *Lilly* v. *Hays* (5 Ad. & Ell. 548) there was sufficient privity between the defendant and the plaintiffs to entitle the latter to maintain the action. The question remained whether the defendant was entitled to set-off his claim to commission against the debt due from him to the company. It was clear that in a voluntary liquidation a contributory could not set-off a debt due to him from the company against calls made against him, because the liability to pay calls was not properly a debt due to the company, but was a statutory liability to contribute to the assets of the company—*Re Whitehouse* (9 Ch. D. 595), *Black & Co.'s case* (L. R. 8 Ch. 254). But where there was a debt due to the company and a debt due from the company it was difficult to see why the one debt should not be set-off against the other. The voluntary winding up did not *per se* prevent a creditor of a company from suing the company (Lindley on Companies, fifth edition, p. 883), and if the defendant could have maintained an action against the company for his commission there seemed to be no good reason why he should not set-off the amount of the commission due to him from the company. Sections 85, 87, and 163 of the Companies Act, 1862, did not apply to a voluntary winding up, and section 158, inasmuch as it did not operate to take away a right of action against a company being voluntarily wound up, could not affect the question of set-off. The tenth section of the Judicature Act, 1875, was exceedingly difficult to construe, but there had been numerous decisions which established that it was not to be applied so as to override the general machinery of the winding-up provisions of the Companies Acts, and certainly not to take away rights of mutual credit which might exist consistently with the rules applied in cases of winding up. Not without considerable hesitation he had come to the conclusion that the defendant was entitled to set-off his claim to commission against the sum due to him from the company. The recent decision in *Re Mid-Kent Fruit Factory* (1896, 1 Ch. 567) did not seem to him to militate against this view. The amount due to the defendant in respect of commission was £74 6s. 6d., and this left a balance of £21 3s. There would be judgment for this amount with costs on the High Court scale.—COUNSEL, *Tindal Atkinson*, Q.C., and *Manisty; Lowenthal*. SOLICITORS, *Iliffe, Henley, & Sweet*, for *Barron & Smith*, Darlington; *Graham & Sheppard*, Sunderland.

[Reported by T. R. C. DILL, Barrister-at-Law.]

ROWELL & SONS (LIM.) v. COMMISSIONERS OF INLAND REVENUE. 2nd April.

REVENUE—STAMP DUTY—DEBENTURE REDEEMABLE AT A PREMIUM—MARKETABLE SECURITY—MORTGAGE—STAMP ACT, 1891 (54 & 55 VICT. c. 39).

Appeal from the Commissioners of Inland Revenue. The appellants issued 600 debentures of £100 each, under which they were bound to repay the £100, together with a premium of £7 10s. in the year 1911, or at an earlier date upon notice, and interest in the meantime. In the event of the interest not being paid the holders were to be entitled to be paid the £100 and the £7 10s. The Stamp Act, 1891, provides that in respect of a "marketable security being a security not transferable by delivery," there shall be paid "the same *ad valorem* duty according to the nature of the security as upon a mortgage." By section 86 of the Act "mortgage means a security by way of mortgage for the payment of any definite and certain sum of money advanced or lent at the time, or previously due and owing, or forborne to be paid, being payable, or for the repayment of money to be thereafter advanced, lent, or paid, or which may become due upon an account current, together with any sum already advanced or due, or without, as the case may be," and the duty on a mortgage, bond, debenture, &c. (except a marketable security otherwise specially charged with duty), where the money secured exceeds £50 and does not exceed £100 is 2s. 6d., and where such money exceeds £100 and does not exceed £150 is 3s. 9d. The Commissioners held that the debenture was a marketable security not transferable by delivery to secure £107 10s., and assessed the duty accordingly at 3s. 9d. It was contended on the appeal that the sum secured was £100 only, and that the duty ought to have been assessed at 2s. 6d. *Wroughton* v. *Turtle* (11 M. & W. 561) and *Barker* v. *Smark* (7 M. & W. 590) were cited.

THE COURT (VAUGHAN WILLIAMS and KENNEDY, JJ.) dismissed the appeal, holding that debentures did not stand on the same footing as mortgages for the purpose of the *ad valorem* duty, and the definition in section 86 was not applicable, and that in this debenture the moneys made payable at a fixed future time were both the principal sum of £100 and the premium of £7 10s., and if default was made the sum payable was the whole £107 10s. The debenture was therefore a security for that sum and not merely for the face value of £100, and must be stamped accordingly. —COUNSEL, *Lawson Walton*, Q.C, and *Bankes; Sir R. B. Finlay*, S.G., and *Danckwerts*. SOLICITORS, *Stokes & Stokes; The Solicitor of Inland Revenue*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Bankruptcy Cases.

Re **GALLARD**, *Ex parte* **HARRIET GALLARD** *v.* **STRETTON'S EXECUTORS.** Vaughan Williams, J. 1st, 2nd, 15th, and 30th March.

BANKRUPTCY—PURCHASE BY A PARTNER OF A MEMBER OF THE COMMITTEE OF INSPECTION OF PART OF THE BANKRUPT'S ESTATE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 316.

This was a motion by Miss Harriet Gallard, a creditor in the bankruptcy, for a declaration that the sale by the trustee to J. H. Stretton of certain property of the bankrupt for £225 was contrary to the provisions of rule 316: "Neither the trustee nor any member of the committee of inspection of an estate shall, while acting as trustee or member of such committee, except by leave of the court, either directly or indirectly, by himself or any partner, clerk, agent, or servant, become purchaser of any

part of the estate. Any such purchase made contrary to the provisions of this rule may be set aside by the court on the application of the Board of Trade or any creditor." The bankruptcy in this case took place in 1887. The bankrupt had been engaged in conjunction with Stretton, Williams, and Vaughan, in speculating in land at Brighton. Vaughan became bankrupt in 1885, and his interest in the speculations passed to Stretton. As soon as Gallard became bankrupt one Harris communicated with Stretton and with Vaughan's trustee, and it was arranged that Harris should be trustee in Gallard's bankruptcy, that Mr. Hunt, of Ashurst, Morris, & Crisp, a son of Williams, and Mr. Hilliard, a partner of Stretton, should be on the committee of inspection, and that Ashurst, Morris, & Crisp, should be the solicitors. Stretton being a creditor for £5,000 was able to carry out this arrangement by means of his voting power. During the course of the bankruptcy Miss Gallard made a bid of £200 for a certain property; Mr. Stretton bid £225 for part of the same property. Mr. Hilliard, Stretton's partner, without informing Miss Gallard of this advance on her bid, induced the committee of inspection to accept Mr. Stretton's offer. Miss Gallard now sought to set aside this transaction. The case was argued upon the 1st and 2nd of March. Upon the 15th of March leave was given to amend the motion by adding to "contrary to rule 316" the words "or, alternatively, to the practice before the date of that rule."

Vaughan Williams, J., delivered a considered judgment upon the 30th of March, holding that the sale was not contrary to rule 316, because Stretton had purchased the property entirely on his own account, and Hilliard, his partner, having no interest therein, had not "either directly or indirectly by himself or his partner become purchaser of any part of the estate." His lordship held, however, upon the facts, that the sale had been fraudulent, and granted Miss Gallard an inquiry as to the damage she had sustained thereby.—Counsel, *E. Cooper Willis*, Q.C., and *Æneas Mackintosh*; *Herbert Reed*, Q.C., and *Muir Mackenzie*. Solicitors, *Buckwell*; *Ashurst, Morris, & Crisp*.

[Reported by P. M. Francke, Barrister-at-Law.]

Re **RAATZ**, *Ex parte* **CARLHIAN**. Vaughan Williams and Wright, JJ. 6th April.

Bankruptcy—Practice—Appeals—Date of Receiving Order made on Appeal.

This case was an appeal from the refusal of a receiving order by the registrar of the County Court at Swansea. The appeal having been allowed, Mr. Herbert Reed, Q.C., applied to the court to make the receiving order as of the date when it ought to have been made—that is, the date of the hearing before the registrar at Swansea. The learned counsel stated that the practice in such matters was not settled, orders sometimes being made as of the date of the hearing in the court below, sometimes as of the date of the hearing of the appeal.

Their lordships, having consulted Mr. Registrar Hope, decided that the receiving order should be made as of the date of the hearing in the court below.—Counsel, *Herbert Reed*, Q.C., and *Burleigh Muir*; *Meager*. Solicitors, *Collyer & Davis*; *Ivor Evans*, Swansea.

[Reported by P. M. Francke, Barrister-at-Law.]

Re **JUBB**. *Ex parte* **BEERMAN**. Vaughan Williams and Wright, JJ. April 5th.

Bankruptcy—Receiving Order—Refusal to make Order—"Sufficient Cause"—Destruction of Bankrupt's Assets by Bankruptcy—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 7, sub-section 3.

This was an appeal from a refusal by his Honour Judge Waddy, sitting in the County Court at Sheffield, to make a receiving order. The petitioning creditors' debt was £66 15s. for goods sold and delivered. The total debts known to exist at the date of the hearing amounted to about £120. The debtor's only known assets were book debts to the amount of £20. He had offered a composition of 3s. 4d. in the pound to his creditors, which two out of the four known to exist had accepted. The county court judge refused to make a receiving order on the ground that all the debtor's assets would probably be swallowed up by the costs of the bankruptcy. The petitioning creditors appealed.

The Court allowed the appeal, holding that the reason given for the refusal of the order was not "sufficient cause" for dismissing a petition within section 7, sub-section 3 of the Bankruptcy Act, 1883. There was no decided case to that effect, and if such were the law, a receiving order could never be made in cases where the assets of the debtor were of small value.—Counsel, *R. W. Harper*; *Hansell*. Solicitors, *Mellor Lumb*, for *Wilmshurst & Jones*, Huddersfield; *Steadman & Van Praagh*, for *Arthur Neal*, Sheffield.

[Reported by P. M. Francke, Barrister-at-Law.]

Solicitors' Cases.

COBURN *v.* **COLLEDGE**. C. A. No. 1. 2nd April.

Cause of Action—Solicitor—Action for Work Done—Bill of Costs—Solicitors Act. 1843 (6 & 7 Vict. c. 73), s. 37—Statutes of Limitations, 21 Jac. 1 c. 16, s. 3; 4 & 5 Anne c. 16, s. 19.

This was an appeal by the plaintiff in the action from the judgment of Charles, J. The plaintiff, a solicitor, brought an action to recover a sum of money for work which he had done for the defendant in respect of an action that the latter had brought against one King. The work was completed in May, 1889, on which date the defendant settled his action, and on the 4th of June, 1889, he wrote to his solicitor, the appellant, asking for the delivery of his bill of costs. Before, however, that bill was sent in and whilst it was in the course of being prepared, the defendant left England for foreign climes. This was on the 7th of June. He remained away from England until 1896. A bill of costs, however, was duly delivered at his father's address, where he was likely to be found, but this bill did not reach his hands until 1891. On the 12th of June, 1896, shortly after the defendant's return, an action was commenced by the solicitor for the recovery of his costs. The question then arose whether the action was maintainable and when the cause of action arose. By 21 Jac. 1 c. 16, s. 3, all actions of debt shall be commenced within six years next after the cause of action. By 4 & 5 Anne c. 16, s. 19, if any person against whom there is any cause of action of debt be at the time of any such cause of action accrued beyond the seas, that then such person who is entitled to any such suit or action shall be at liberty to bring the action against such person after his return from beyond the seas, so as the action is brought after the return within the six years. By section 37 of the Solicitors Act, 1843, it is provided that "no solicitor shall commence or maintain any action or suit for the recovery of any fees, charges, or disbursements, or any business done by such solicitor until the expiration of one month after such solicitor shall have delivered unto the party to be charged therewith or sent by post to or left for him at his office or dwelling-house a bill of such fees." For the plaintiff it was contended that a cause of action arose one month after the bill was delivered; that he had duly sent his bill in accordance with the statute, but by that time the defendant was beyond the seas, and that therefore the Statute of Limitations did not run until the defendant came home again, and that he had only been home a short time prior to the action being commenced. On behalf of the defendant it was contended that the Statute of Limitations runs from the concluding date on or before which the work is done, and that the cause of action means the work done, notwithstanding the fact that a formality is interposed which a solicitor must fulfil in order successfully to maintain his action for the recovery of the fees. The question, therefore, was whether the cause of action was the doing of the work, or the doing of the work *plus* the delivery of the bill and *plus* the lapsing of one month from the delivery of that bill. Charles, J., held that the contention of the defendant was the right one, and that the cause of action here was the doing of the work, and that the Statute of Limitations does not run from the indefinite date at which the solicitor chooses to deliver his account, but from the completion of the work in respect of which action is brought. The learned judge, therefore, gave judgment for the defendant with costs. From this decision the plaintiff now appealed. During the course of the arguments the following authorities were cited: *Cooke* v. *Gill* (21 W. R. 334, L. R. 8 C. P. 107); *Reed* v. *Brown* (37 W. R. 131, 22 Q. B. D. 128); *Re Kensington Station Act* (23 W. R. 463, L. R. 20 Eq. 197); *Re Crosley, Munns* v. *Burn* (35 W. R. 790, 35 Ch. D. 266); and *Reeves* v. *Butcher* (39 W. R. 626; 1891, 2 Q. B. 509).

The Court (Lord Esher, M.R., Lopes and Chitty, L.JJ.) dismissed the appeal.

Lord Esher, M.R.—This appeal must fail. The question we have to consider is when did the cause of action arise. If the cause of action arose when the work was done the appellant must fail, but if it arose one month after the delivery of the signed bill of cost he is entitled to succeed. This is the case of work done by a solicitor in the course of his profession. He seeks to be paid for work he has done, and, unless there is something to prevent it, he is entitled to be paid for the work he has done, and therefore he would have a right to bring an action. Before the Solicitors Act, 1843, a solicitor was in the same position as any other person in that respect, and had a right to bring an action the moment the work was done. Has this Act taken away the existing right and altered the cause of action, or has it only affected the procedure of such action? That Act has not taken away the right of the solicitor to be paid. It assumes he has a right to his charges, but says that right cannot be enforced by action unless and until certain preliminary steps have been taken. It does not affect his rights, and if he has money of a client which is not subject to any charge he may retain it in order to satisfy his claim. That Act does not touch the cause of action, but only the remedy for enforcing it. Under the old system of pleading it was sufficient for him to allege the work done as the cause of action, and it would lie upon the defendant to set up the defence that a signed bill of costs had not been delivered one month before action. What I said in the case of *Reed* v. *Butcher* was that a cause of action is "every fact which it would be necessary for the plaintiff to prove, if traversed, in order to support his right to the judgment of the court." I stand by what I said there. That definition of a cause of action was concurred in by the rest of the court, and the definition by Lindley, L.J., in the case of *Reeves* v. *Butcher*, is consistent with it and does not in the lease differ from what I said. These definitions apply to this case, for the solicitor here could have brought his action at once and have recovered for work unless the defendant could defeat him by putting forward the plea that he had not delivered his bill of costs, or had not delivered it one month before action. The judgment of Charles, J., was therefore right, and the appeal must be dismissed.

Lopes, L.J.—Before the Judicature Act the solicitor would have sued for work and labour done. If the defendant desired to raise any question he was compelled to plead specially. But that was no part of the plaintiff's case. The cause of action accrued at the time the work was done. The Statutes of Limitations do not destroy that right, but only affect the procedure of recovery.

Chitty, L.J.—If this appeal were to succeed a solicitor might delay the delivery of his bill as long as he liked, which would be preposterous. The whole basis of the Statutes of Limitation was to render such a thing impossible. The argument that a solicitor need only deliver his bill within a reasonable time falls to the ground. Appeal dismissed.—Counsel,

Atherley-Jones, Q.C., and *Sturges*; *Jelf*, Q.C., and *F. M. Abrahams*, Solicitors, *H. T. Coburn*; *Blair & W. B. Girling*.

[Reported by E. G. Stillwell, Barrister-at-Law.]

Manchester Assizes.

JOHN GREENWOOD & SONS (LIM.) v. BRIGGS. Kennedy, J. 9th and 20th March.

Practice—R.S.C., Order 27, Rule 11—Motion for Judgment at Assizes—Jurisdiction.

Motion of judgment in default of delivery of defence. The action was brought to obtain an injunction to restrain the defendant from trespassing on the plaintiffs' land under an alleged public right of way, and for damages for past acts of trespass. The defendant having entered an appearance to writ of summons, the plaintiffs delivered their statement of claim, by the which the place of trial was fixed at Manchester (Salford Division of Lancashire). No defence having been delivered, the plaintiffs served notice of motion for judgment under ord. 27, r. 11, and set down the action at the Manchester Assizes. On judgment being moved for, Kennedy, J., doubted if he had jurisdiction to give judgment, but reserved his decision on the point for consideration.

Kennedy, J., on the 20th of March (at the Liverpool Assizes), stated that he had reluctantly come to the conclusion that he had no jurisdiction. As a judge of assize he could try issues only, although he saw no reason why he should not also have jurisdiction at assizes to give judgment on such a motion as the present. Moreover, a single judge in London could not deal with applications under ord. 27, r. 11, which must be made to a Divisional Court, and it therefore followed that they could be made in London only, and not at assizes. He thought that the words "a judge" in the rule probably referred only to a judge of the Chancery Division. The application must be refused.—Counsel, *Edmund Sutton*; *M. V. D'Arcy*. Solicitors, *Crooks & Son*, Burnley; *J. S. Scott*, Blackburn.

LAW SOCIETIES.

THE INCORPORATED LAW SOCIETY.

VICTORIA PENSION FUND.

The following is an additional list of subscriptions up to the 8th April.

	£	s.	d.
Amount previously acknowledged	3,227	11	0
Newton & Lewin, 33, Finsbury-circus, E.C.	5	5	0
E. H. Saunders, 63 and 64, New Broad-street, E.C.	1	1	0
James & James, 23, Ely-place, E.C.	2	2	0
R. Ford Smith, 26, Lincoln's-inn-fields	1	1	0
W. Hopes Heelis, Hawkshead, Ambleside	1	1	0
John W. Sykes, 7 and 8, Great Winchester-street, E.C.	5	5	0
Harries, Wilkinson, & Raikes, 38, Nicholas-lane, E.C.	5	5	0
Hy. Morton Cotton, 4, Bream's-buildings, W.C.	52	10	0
Phelps, Sidgwick, & Biddle, 22, Aldermanbury, E.C.	52	10	0
Ernest Bevir, Devereux-chambers, Temple, E.C.	10	10	0
C. J. Parker, Monument-square-chambers, E.C.	1	1	0
H. Baines, Oxford	1	1	0
W. & H. J. Sheldrake, 10, Staple-inn, W.C.	5	0	0
Phillips, Cummings, & Mason, 14, Sherborne-lane, E.C.	5	5	0
Geo. A. Daniel, Frome, Somerset	1	1	0
Beachcroft, Thompson, & Co., 9 and 11, Theobald's-road, W.C.	21	0	0
J. H. Belfrage, 35, John-street, Bedford-row, W.C.	1	1	0
S. C. Scott, 15, Queen-street, E.C.	5	5	0
John Hands, 97, Gresham-street, E.C.	2	2	0
Thos. Jackson, jun., 12, Fenchurch-avenue, E.C.	5	5	0
B. H. Deakin, Monmouth	1	1	0
E. F. Paul, Taunton	1	1	0
Ashley, Lee, & Sons, 7, Fredericks-place, Old Jewry, E.C.	2	2	0
E. G. Appleton, Combs, Stowmarket	2	2	0
A. M. Cope, 3, Great George-street, Westminster	3	3	0
P. T. Dickson, Creag Mhor, Aberfoyle, Perthshire	1	1	0
J. C. Knocker, Tonbridge	2	2	0
N. Hanhart, 20, Southampton-street, Bloomsbury	2	2	0
J. M. Johnstone (Rowcliffes, Rawle, & Co.), 1, Bedford-row, W.C.	25	0	0
H. O. Soutter (Durnford & Co.), 38, Parliament-street, Westminster, S.W.	5	0	0
Kendall, Price, & Francis, 61, Carey-street, Lincoln's-inn, W.C.	10	10	0
Harry Noyes, 1, The Sanctuary, Westminster, S.W.	2	2	0
B. F. Hawksley, 30, Mincing-lane, E.C.	5	5	0
Andrew Percival, Peterborough	2	2	0
Desborough, Son, & Prichard, 18, Finsbury-pavement, E.C.	5	5	0
T. F. Peacock, 12, South-square, Gray's-inn, W.C.	2	2	0
Peaks, Bird, Collins, & Peake, 6, Bedford-row, W.C.	26	5	0
H. E. Lawrence, 47, Essex-street, Strand, W.C.	3	3	0
G. H. Evans, Chester	0	5	0
Maffey & Greenwood, 61, Gracechurch-street, E.C.	1	1	0
Sharpe, Parker, Pritchards, & Barham, 12, New-court, Carey-street, W.C.	52	10	0
Parker, Garrett, & Parker, Rectory House, Cornhill, E.C.	26	5	0
Nisbet, Daw, & Nisbet, 35, Lincoln's-inn-fields, W.C.	10	10	0
Janson, Cobb, Pearson, & Co., 41, Finsbury-circus, E.C.	105	0	0
Frederick Wolfe, 13, Suffolk-street, Pall Mall	26	5	0
Phillips, Son, & Vallings, 27, Nicholas-lane, E.C.	10	10	0
L. E. Rickards (Rickards, Son, & Nightingale), 2, Crown-court, Old Broad-street, E.C.	3	3	0
L. A. Benham, 25, College-hill, E.C.	2	2	0
Frederick F. Bonney, 89, Chancery-lane, W.C.	1	1	0
Wrentmore & Son, 29, Bedford-row, W.C.	2	2	0
W. F. Fladgate, Craig's-court, Charing-cross	52	10	0
Haworth & Broughton, Blackburn	2	2	0
	£3,808	16	0

THE INCORPORATED LAW SOCIETY FOR CARDIFF AND DISTRICT

The following are extracts from the address delivered by the President, Mr. Walter Scott, at the annual ordinary general meeting of the Society, held on the 21st January, 1897:—

In venturing to follow some of the former presidents of the Society in the delivery of an address to the members at the close of the Society's year, I do not presume to suppose that I can say anything which will be new or beneficial, but I think that a few remarks, though only superficial, on the events of the year which are of chief interest to our profession, will not be inappropriate to the occasion. I have had the curiosity to compare the list of Cardiff solicitors for the year upon which we are just entering with that for the year 1869, in which I first entered upon the legal profession by becoming articled to my late dear friend and partner, Sir Morgan Morgan. In that year, 1869, I find 34 solicitors only on the list, while this year the number is 147. This extraordinary increase to more than four times the number in twenty-eight years, is an evidence of the contemporaneous growth of this busy town. But I sorrowfully notice that of the thirty-four here in 1869, ten only are now with us. In the past year we have had to regret several gaps in our profession caused by death, but these gaps have been filled many times over by the accession of new members, and I am glad to know that our articled clerks are not only strong in numbers, but are also up and doing for their own benefit. The recent establishment of the Cardiff Law Students' Debating Society, is, I think, likely to be most useful to those clerks who avail themselves of its opportunities. It is true that we have seen several such societies started in former years, and that their life has in each instance been short. But I do not think that this means they have not been useful. It is inevitable that as those who form and take the chief part in such a society complete the term of their articles, and are no longer articled clerks, their retirement should weaken and probably cause the death of the society. But while it exists, it undoubtedly is a means of improving one's method of speaking and arranging ideas.

In considering what professional subjects of interest there were in the past year one naturally turns first to the legislative proceedings of Parliament. No Act of first-class importance was enacted in the past session. The most important to lawyers is the Judicial Trustee Act, which creates a person heretofore unknown to the law. The Act gives to any person intending to create a trust, any beneficiary, or any existing trustee (in which term is to be included executors and administrators) the power to apply to the High Court, or to such County Courts as 'may be specially authorised, for the appointment of a judicial trustee to act either alone or jointly with a trustee or trustees already existing. The judicial trustee may be either a private person appointed on the nomination of the applicant or an official of the Court. He may receive remuneration out of the estate, and is to have his accounts audited by the prescribed persons (who these are to be has not yet appeared), and may be required to give security, unless he is a Court official. The entire working machinery of the Act is apparently to be supplied by rules made by the Lord Chancellor with the concurrence so far as solicitors' remuneration is concerned, of the rule authority constituted under the Solicitors' Remuneration Act, 1881. It is, perhaps, questionable how far this system of legislation by rules, which is now-a-days so frequently adopted by Parliament, is preferable to the embodiment of all necessary provisions in the Act itself. Possibly legislation by rule, being outside the contentious atmosphere of the House of Commons, is more expeditious, but the old-fashioned way certainly produced a more compact and complete measure. A clause of very great importance to trustees generally is introduced into this Judicial Trustee Act. I refer to Section 3, which empowers the Court to relieve any trustee from liability for a breach of trust where he has acted honestly and reasonably and ought fairly to be excused. The section applies to all trustees, and is retrospective, and will doubtless be beneficial in many cases where, before the Act, a trustee, having acted in perfect good faith would have been obliged to make good some loss of the trust funds and thereby sustained great hardship.

Of the Bills which were brought into Parliament but not proceeded with I do not propose to speak, as such measures as the Land Transfer Bill, Evidence in Criminal Cases Bill, Joint Stock Companies Bill, and others, have been so often and so fully discussed that I doubt whether anything new can be said about them. The London Law Society prepared, and intended to introduce a Bill having for its object the reversal of the rule established by the case of *Reg.* v. *His Honour Judge Snagge*, which decided that a duly admitted solicitor could not, while employed as clerk by another, personally conduct a County Court case for his principal. The society's Bill provides not only for the right of audience of a solicitor in such a case as this, but goes further and sanctions the employment of one solicitor by another as advocate. This last provision will doubtless be considered an infringement of the rights of counsel, and will meet with considerable opposition from the Bar. It would be of great use to

solicitors, but the other part of the Bill allowing a solicitor, acting as clerk to another, to conduct his principal's cases is absolutely necessary, and we have all found the great inconvenience caused by the Oxford case. It is hoped that the Bill will be introduced in the coming Session, and that this part of it, if not the whole, may become law.

I am glad to know that nearly all the members of our profession in actual practice in Cardiff are members of this society, and I am sure that the existence of the society has been and will continue to be of the very greatest benefit to us.

I should like to take this opportunity of commending to the notice of those who are not already members of the chief society, the "Incorporated Law Society of the United Kingdom," the desirability of joining it. It is by combination in this manner that solicitors can best advance the interests of their own profession and also secure for their views on legal matters and legislation affecting the public welfare, proper representation and full consideration. It is sometimes said that the London society does not do as much for solicitors, or at all events for country solicitors, as it could and ought. It would be difficult to find any society or individual of whom it could be said that it or he had done all that could and ought to be done, but I am satisfied that the London society has at all events done a great deal of good in many ways for our profession, and deserves much greater support than it at present receives from country solicitors. I had the pleasure and advantage of attending the annual provincial meeting of the society held in Birmingham in October last, and I can assure those who have not attended any of these gatherings, that a great deal of useful work is done thereat, and very considerable benefit may be gained by hearing the discussions on the various subjects brought before the meeting and in exchanging views with the members attending. I should much like to see our own society in a position to invite the London society to hold one of these annual gatherings at Cardiff, and I trust it may soon be found possible to do this. The result would be substantially beneficial to our town and to our profession in it.

Another subject of professional interest which I should like to touch upon is that of the distinction drawn between party and party and solicitor and client costs. I am aware that this subject has been discussed over and over again, and I only trouble you with a passing reference to it, because I consider that it should be kept in view and pressed, when opportunity offers, upon the notice of those in authority. The distinction is both unfair and unreasonable. An aggrieved suitor brings an action and obtains his remedy. To ensure this result much work is done by the plaintiff's solicitor, and that it is properly and necessarily done is shown by the charges for it being allowed on a taxation of the costs as between himself and his own client; and yet, when the costs of the action are taxed against the unsuccessful party, a substantial portion of the charges is disallowed as not being party and party costs, and the winner in the action has to pay the expense of work which could not, with safety, have been left undone. I firmly believe that the necessity thus unfairly thrown upon solicitors of going to their clients with a bill of extra costs is one of the causes for the aversion now shown by the public for litigation. They abandon their just rights because they will have to pay a substantial portion of the cost of enforcing them, and then the poor solicitor has to bear the blame. The public cannot understand, and neither can I, why the wrongdoer should not bear the whole of the reasonable cost of setting the wrong right. I feel strongly that it is of great importance to our clients as well as to ourselves that this state of things should be altered.

WAKEFIELD INCORPORATED LAW SOCIETY.

The Annual General Meeting of Members was held at the Law Library on Thursday, February 18th. *Present*:—Mr. Plews (President) in the Chair, Messrs. Ianson, Charlesworth, Askren, Woodhead, Haworth, Wood, W. H. Burton, Townend, and Briggs.

The notice convening the meeting was taken as read. Mr. Briggs read the Report of the Committee. The Treasurer's Accounts were presented.

Proposed by Mr. Woodhead, seconded by Mr. Wood, and resolved:—"That the Report of the Committee and the Treasurer's Accounts be accepted, and that the same and the President's Address be printed and circulated amongst the Members."

Proposed by the Chairman, seconded by Mr. Ianson, and resolved:—"That for the current year the Treasurer do pay out of the Funds of this Society to the Incorporated Law Society of the United Kingdom the subscription of each Member of this Society, so as to qualify him as a Member of the Incorporated Law Society."

Proposed by the Chairman, seconded by Mr. Townend, and resolved:—"That Mr. Ianson be elected President for the current year."

Proposed by Mr. Briggs, seconded by Mr. Charlesworth, and resolved:—"That Messrs. P. P. Maitland and Trevor C. Edwards be elected Vice-Presidents for the current year."

Proposed by Mr. Haworth, seconded by Mr. W. H. Burton, and resolved:—"That Mr. Arthur D. Smith be elected Honorary Treasurer for the current year."

Proposed by the Chairman, seconded by Mr. Askren, and resolved:—"That Messrs. W. Townend and Basil S. Briggs be re-elected Joint Honorary Secretaries for the current year."

Proposed by Mr. Woodhead, seconded by Mr. Ianson, and resolved:—"That Mr. J. Charlesworth be re-elected Honorary Librarian for the current year."

Proposed by Mr. Townend, seconded by Mr. Ianson, and resolved:—"That Messrs. T. H. Wordsworth and C. J. Haworth be elected Auditors for the current year."

The following Members of the Committee were then elected, on the motion of the Chairman, seconded by Mr. Ianson, viz.:—Messrs. Plews, Chalker, Scott, Horne, Greenwood, Rowlands, and Bentley.

The business of the meeting was concluded by a vote of thanks to the Chairman.

The following are extracted from the Report of the Committee:—

Members.—The number of Members at the beginning of the year was fifty-six. The Roll at the end of the year numbered fifty-seven, as follows:—Wakefield, 43; Pontefract, 7; Knottingley, 1; Castleford, 4; Ossett, 1; Horbury, 1. Number of Members, 57.

Land Transfer.—No Bill was introduced last Session, but a Bill for the registration of land was mentioned in the Queen's Speech for the next Session of Parliament. The most important event in connection with this subject in 1896 was the publication of an exhaustive report by Mr. Fortescue Brickdale, the Assistant Registrar of the Land Registry, on the system of registration of title now in operation in Germany and Austria-Hungary. The Report shows the system of land transfer by registration of title in force in the countries named. A copy of the Report has been placed in the library and is well worth the consideration of all the Members of this Society. On the face of it the report would seem to present a case in favour of introducing a similar system of registration in England, but it must be borne in mind that there are always two sides to a question, and it will not do to accept the report as an unbiased statements of facts, considering that Mr. Brickdale is an official of the English Land Registry Office, and that he went out to Germany and Austria-Hungary on behalf of the Land Registry to collect evidence in support of the efforts of the Officials to introduce a compulsory system of registration of title in England. In support of a view that the report is a very decidedly *exparte* one, it may be mentioned that Mr. S. J. Chadwick, Solicitor, of Dewsbury, had occasion in 1887 to conduct some business in Austria. He states as his experience that business which would have taken two or three days to complete in England took two months to complete in Vienna, and that the registry fees alone amounted to nearly as much as the whole cost of the transaction would have done in England. Your Committee think that something ought to be done to contradict Mr. Brickdale's statements, and are in communication with the Incorporated Law Society (U.K.) on the matter.

THE SOLICITORS' BENEVOLENT ASSOCIATION.

The following circular has been issued, signed by the chairman of directors and the secretary:—

"We have the pleasure to inform you that Sir John B. Monckton (Town Clerk of London) has consented to preside at the thirty-seventh anniversary festival of this association, to be held at the Hotel Cecil, London, on Monday, the 24th of May, at seven o'clock, and shall be glad if you can accept this invitation to have your name included in the list of stewards. The purchase of a dinner ticket, price 25s., is the only responsibility attaching to the office of steward. The board earnestly trust that solicitors throughout the country will give their generous support to the chairman in his efforts to increase the resources of this most excellent association, always bearing in mind the numerous cases of distress relieved by the society, and the urgent need there is for help from those who are able to give it. Since the establishment of the society in 1858, a sum of £76,000 has been distributed among poor and necessitous solicitors or their families. In 1887 her Majesty's Jubilee was celebrated by creating a "Victoria Jubilee Annuity" from the result of the festival collection, and it was intended to celebrate the sixtieth year of the Queen's reign in a similar manner. An appeal has, however, already been made by the Incorporated Law Society with the same object, and it is satisfactory to announce that the Council have arranged that the Pension Fund thus created shall be placed in the hands of this association for administration. It is hoped that this fund will receive the liberal support of the profession."

UNITED LAW SOCIETY.

Monday, 5th inst.—Mr. C. W. Williams in the chair.—Mr. W. J. Boycott opened a debate on the motion "That the decision of the Court of Appeal in *Andrews* v. *Gas Meter Co.* (*Limited*) (1897, 1 Ch. 361) was wrong." In the absence of Mr. A. C. F. Boulton, Mr. A. H. Richardson opposed on his behalf. Messrs. N. Tebbutt, S. E. Hubbard, and W. F. Symonds also spoke on the motion, and Mr. Boycott replied. The motion was eventually lost by one vote.

NEW ORDERS, &c.

THE BANKRUPTCY ACT, 1883.

The Board of Trade in virtue of the powers conferred upon them by the 153rd and 154th sections of the Bankruptcy Act, 1883, and with the concurrence of the Treasury, have as from the date of this Notice abolished the offices of Official Assignee, Provisional and Official Assignee of the Estates and Effects of Insolvent Debtors, and Receiver of the Insolvent Debtors' Court, hitherto held by Mr. Peter Paget, and the office of Messenger in Bankruptcy, hitherto held by Mr. John Charles Austin; and they have appointed Mr. Edwin Leadam Hough, one of the Official Receivers in Bankruptcy attached to the High Court, to perform the remaining duties of the offices of Official Assignee, Provisional and Official Assignee of the Estates and Effects of Insolvent Debtors, and Receiver of the Insolvent Debtors' Court.

The Board of Trade have further ordered that the said Mr. Edwin Leadam Hough shall, instead of the said Mr. Peter Paget, be the Official Receiver appointed for the district of the High Court to perform the duties

of Trustee in the cases named in sections 160 and 161 of the Bankruptcy Act, 1883, and, where a special Order to that effect is made, to perform the duties of Trustee under section 159 of the Bankruptcy Act, 1883.

LEGAL NEWS.

APPOINTMENT.

Mr. G. R. Askwith, barrister, has been appointed High Steward of the Manor of the Savoy, in the room of his Honour Judge Bristowe, deceased.

Mr. Isaac Bradley, solicitor (of the firm of Bradley & Cuthbertson), has been elected Coroner for the City of Birmingham, in the place of the late Mr. Oliver Pemberton.

Mr. H. Bertram O. Pemberton, solicitor, of Birmingham, has been appointed a Commissioner for Oaths. Mr. Pemberton was admitted in 1890.

Mr. Henry Wilmot Wickham Atchley, solicitor (of the firm of Atchleys), of Bristol, has been appointed a Commissioner for Oaths. Mr. Atchley was admitted in January, 1889.

Mr. G. R. H. Stringer, solicitor (of the firm of Stringer & Stringer), of 83, High-road, Kilburn, has been appointed a Commissioner for Oaths. Mr. Stringer was admitted in March, 1891.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Joseph Crawshaw and Herbert Freeman Chatwin (Joseph Crawshaw & Chatwin), solicitors, 7, Bow-street, London. April 2.

Benjamin Frank Linnett and Lindsay Edward George Bryan (Linnett, Bryan, & Co.), solicitors, 1, Quality-court, Chancery-lane, London. March 31. [*Gazette*, April 6.

GENERAL.

The Attorney-General will preside at the annual general meeting of the Bar, which will take place on Tuesday, May 4, in the Old Dining-hall, Lincoln's-inn, at 4.15.

In the House of Commons on Monday last Mr. Bartley asked the First Lord of the Treasury whether he could now say when the proposed inquiry into the procedure on election petitions would take place. Mr. Balfour said: In answer to my hon. friend I have to say that I think there should be a Select Committee appointed to consider the questions to which he refers. But the terms of reference cannot be worded as my hon. friend seems to suggest. They ought, I think, to be strictly confined to the method of inquiry. Mr. Bartley: Is the committee likely to be appointed this Session? Mr. Balfour: Yes, sir; I think the sooner the better.

On the 2nd inst. upon the hearing of motions for the attachment of eleven persons for offences under the Revenue Acts, made by Mr. Danckwerts, Mr. Justice Vaughan Williams, says the *Times*, said: The names of these persons whom it is desired to attach have been read out, and the officer of the court assures me that he has examined the papers and that they are in order. I am told that it is the practice of the court upon that being done to make the orders without further inquiry. That goes counter to my preconceived notions. I do not like doing so without seeing the papers. However, having made this protest, in obedience to the practice I make the orders asked for. Mr. Danckwerts: I always see that the papers are in order. Mr. Justice Vaughan Williams: I am glad to hear that, but it is not so satisfactory as if you were sitting here.

It is understood, says the *Times*, that the Public Accounts Committee will, at their next meeting, consider the desirability of presenting a special report to the House of Commons concerning the action of the Treasury in exempting from estate duty certain foreign bonds held by the Bank of England for the Emperor of Russia at the time of that monarch's death. It appears that in April, 1895, the Russian Embassy having raised the question whether any duties were payable before the said bonds could be handed over to Alexander III.'s representative, the authorities at Somerset House held that if letters of administration were taken out, the affidavit leading to the grant of administration would have to be stamped with estate duty payable in respect of the bonds, inasmuch as, being securities transferable in this country and deposited here, they were locally situate within the jurisdiction of the High Court of England. The Treasury duly communicated this view to the Foreign Office. Thereupon the Russian Ambassador made representations, first, to Sir Edward Hamilton, the Assistant-Secretary to the Treasury, and afterwards to Sir William Harcourt, then the Chancellor of the Exchequer, on the ground the exaction of duty in respect of property belonging to a foreign Sovereign was hardly consistent with the rules governing international comity, under which, for instance, special privileges connected with Customs duties for fully two hundred years had been accorded to the representatives of foreign Powers in this country. Sir William Harcourt anmitted the force of the Russian Ambassador's contention, but it was not clear at the time how the difficulty could be surmounted. It transpired, however, that the Bank of England was prepared to hand over the bonds to the representative of the late Tsar without requiring a grant of administration to be presented provided that the Treasury would take no exception to the course. Accordingly, it was intimated to the Bank in writing that, so far as the Treasury were concerned, the Bank was authorised to hand over to the present Emperor the property belonging to his late Majesty. Consequently no duty was paid in respect of the bonds, and the contention of the Treasury is that, though the payment of the duty was thus avoided, no illegality was actually committed, and that the special circumstances, connected as they were with the comity of nations, were sufficient justification for the line of action adopted.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, April 12	Mr. Carrington	Mr. Farmer	Mr. Ward
Tuesday 13	Jackson	King	Pemberton
Wednesday 14	Carrington	Farmer	Ward
Thursday 15	Jackson	King	Pemberton
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, April 12	Mr. Beal	Mr. Pugh	Mr. Bolt
Tuesday 13	Leach	Lavie	Godfrey
Wednesday 14	Beal	Pugh	Bolt
Thursday 15	Leach	Lavie	Godfrey

The Easter Vacation will commence on Friday, the 16th day of April, 1897, and terminate on Tuesday, the 20th day of April, 1897, both days inclusive.

THE PROPERTY MART.

SALES OF ENSUING WEEK.

April 15.—Messrs. H. E. Foster & Cranfield, at the Mart at 2 p.m.

REVERSION:

To one-fourth of a Trust Fund, value £5,141; lady aged 57, provided lady aged 28 survive. Solicitors, Messrs. Rogers Hartley & Bastard, London.

To one-fifth of £802; lady aged 73.

To one-eighth of £1,000; life aged 77. Solicitors, Messrs. Mear & Fowler, London.

To one-eighth of £1,750; lady aged 66 and gentleman aged 71; also to one-fourth of £238 in Consols.

To one-fourteenth of £5,000; ladies aged 60, 55, and 49, provided reversioner aged 31 survives; also a similar reversion provided a life aged 31 survive. Solicitors, Mear & Fowler, London.

To four-sevenths of a Trust Fund of £1,000.

To one-third of a Trust Fund of £6,000.

To one-seventh of a Trust Fund of £1,000.

To one-eighth of a Trust Fund of £2 945.

Solicitor, G. L. Matthews, Esq., London.

To one-third of £7,600 L. & N. W. R. Stock; gentleman aged 67 and lady 69. Solicitors, Messrs. Pearce-Jones & Co., London.

To one-twentieth of a Trust Fund, value £8,442. Solicitors, Messrs. Pearce-Jones & Co., London.

To a Trust Fund of £8,750, lady aged 48; also to £1,140 of a Trust Fund, lady aged 48. Solicitors, Messrs. G. H. & S. Brandon, of London.

To one-tenth of a Trust Fund, value £2,500; lady aged 69. Solicitors, Messrs. H. Dade & Co., London.

To one-third of £9,000; gentleman aged 63. Solicitors, Messrs. Valpy, Chaplin, & Peckham, London.

POLICIES OF ASSURANCE:

For £1,000, £1,000, £1,000, £1,000, £1,000, £600, £500, £300, in the Leading Offices. Solicitors, G. L. Matthews and G. A. King, of London, and Messrs. Lambe & Stephens, Hereford.

SHARES AND DEBENTURES:

In various companies. Solicitors, R. E. Campbell, Esq., London (see advertisements this week, back page).

Mr. Joseph Stower has commenced practice as an Auctioneer, Valuer, and Consulting Surveyor, at No. 43, Chancery-lane, London, W.C.

WINDING UP NOTICES.

London Gazette.—Friday, April 2.

JOINT STOCK COMPANIES.

Limited in Chancery.

Castell & Brown, Limited—Petn for winding up, presented March 31, directed to be heard on April 14. Mannings, 156, Gresham House, Old Broad st, solcr for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13

Cocks, Agate, & Co, Limited—Petn for winding up, presented March 30, directed to be heard on Wednesday, April 14. Saxelby, 7 and 8, Ironmonger lane, solcr for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13

Cocks, Agate, & Co, Limited—Petn for winding up, presented March 30, directed to be heard on Wednesday, April 14. Hyland & Atkins, 81, Cannon st, solcrs for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13

Harefield Grove and Springwell Water Co, Limited—Petn for winding up, presented March 30, directed to be heard on April 14 Clarke & Blundell, 14, Serjeants' inn, Fleet st, agents for Gordon & Co, Bradford, solcrs for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13

Kilburn Town Hall Co, Limited (in Liquidation)—All persons having any claim are to send to Church & Co, 9, Bedford row, on or before Thursday, April 22

FRIENDLY SOCIETY DISSOLVED.

South Shields Seamen's Loyal Standard Association, 63, Fowler st, South Shields, Durham March 24

London Gazette.—Tuesday, April 6.

JOINT STOCK COMPANIES.

Limited in Chancery.

Anglo-French Gold Fields of Australasia, Limited—Petn for winding up, presented

April 2, directed to be heard on April 14. E. F. and H. Landon, 53, New Broad st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13

BENDIGO CONSOLS, LIMITED—Petn for winding up, presented April 3, directed to be heard before Vaughan Williams, J., on April 14. Robinson & Stannard, 19, Eastcheap, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13

BULTFONTEIN SUN DIAMOND MINE, LIMITED—By an order made by Vaughan Williams, J., dated March 24, it was ordered that the voluntary winding up of the mine be continued. Courtenay & Co, 9, Gracechurch st

CHANTERLAND CONSOLIDATED, LIMITED—Petn for winding up, presented April 2, directed to be heard on April 14 Mackrell & Ward, 1, Walbrook, solors for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13

COCKS, AGATE, & Co, LIMITED—Petn for winding up, presented March 30, directed to be heard on Wednesday, April 14 Hyland & Atkins, 81, Cannon st, solors for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 13

COLONIAL MINES ISSUING SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 14, to send in their names and addresses, and particulars of their debts or claims, to George Bown Hextall, 10, Ironmonger lane Sugden & Harford, Ironmonger lane, solors for the liquidator

MARSTON & Co, LIMITED—Creditors are required, on or before May 3, to send their names and addresses, and the particulars of their debts or claims, to James Couse, 225, High st, West Bromwich

NOLTZYKOP GOLD MINES, LIMITED—By an order made by Vaughan Williams, J., dated March 17, it was ordered that the voluntary winding up be continued. Wyatt & Co, 5 and 6, Clement's inn, Strand, solors for petner

WILLIAM TEGGIN & Co, LIMITED—Petn for winding up, presented April 1, directed to be heard on Wednesday, April 14. Busk & Mellor, 45, Lincoln's inn fields, agents for Hardman, Manchester, solor for petner. Notice of appearing must reach Messrs Busk & Mellor not later than 6 o'clock in the afternoon of Monday, April 12

YORKSHIRE INVESTMENT AND AMERICAN MORTGAGE CO, LIMITED—Petn for winding up, presented April 2, directed to be heard before Vaughan Williams, J., on April 14. Woodcock & Co, 15, Bloomsbury sq, agents for Stamford & Metcalfe, Bradford, solors for the company. Notice of appearing must reach Messrs Woodcock & Co not later than 6 o'clock in the afternoon of April 13

FRIENDLY SOCIETIES DISSOLVED.

BRIDGEND FRIENDLY SOCIETY, 7, Castle st, Bridgend, Cardigan, Pembroke. March 24

CASTLE RISING BENEFIT BURIAL SOCIETY, Black Horse Inn, Castle Rising, Lynn, Norfolk. March 31

COVENTRY AND WARWICKSHIRE FRIEND IN NEED SOCIETY, Friends' Meeting House, Vicar lane, Coventry. March 24

DUKE OF EDINBURGH LODGE, PHILANTHROPIC INSTITUTION, White Horse Inn, Hambrook, Bristol. March 24

FAITHFUL SOCIETY, Red Cow Inn, Hall st, Llanelly, Carmarthen. March 24

WATCHMAN LODGE, ORANGEMEN'S FRIENDLY SOCIETY, Black Dog Inn, Newchurch, Manchester. March 24

CREDITORS' NOTICES.
UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette, TUESDAY, March 23.

BALLARD, EDWARD, High Barnet, Herts May 3 Price & Sons, Walbrook

BASHALL, ELIZABETH, Hyde Park ct, Albert gate April 13 Finch & Johnson, Preston

BROOKS, EDWIN, Oxford April 24 Galpin, Oxford

BROWN, THOMAS, Tranmere, Chester, Shipbuilder April 20 Newman & Kent, Liverpool

COLBY, JANE, Cowes, I W April 17 Pittis, Newport

EDMUNDSON, ALICE, Blackburn April 20 Ainsworth & Co, Blackburn

EDWARDS, JAMES, Hough, nr Nantwich April 20 Whittingham, Nantwich

ELD, EDWARD, Seighford, Stafford April 25 Hand & Co, Stafford

ELLISON, JOHN, St Helen's, Lancs April 22 Thomas, St Helen's

FISH, CHARLES, South Kensington May 6 Stileman & Co, Southampton st, Bloomsbury

GALE, ALFRED, Battersea April 23 Smee, York bldgs, Adelphi

GIBSON, ELEANOR HARRIOTT, Torquay June 1 Pontifex & Co, St Andrews st, Holborn circs

GLASS, ELIZA, Kingsdown, Bristol April 30 Wansey & Son, Bristol

GLASS, THOMAS, Kingsdown, Bristol April 30 Wansey & Son, Bristol

HALE, THOMAS, Battersea rise May 10 Willcocks, New inn

HIRST, ANN, Huddersfield April 17 Laycock & Co, Huddersfield

HOBSON, ISABELLA, Tustin st, Old Kent rd April 23 Malkin & Co, Martin's lane

HOWELL, OCTAVIO, Blackheath April 22 Lloyd-Jones, Walbrook

HUTCHINSON, MARTHA, Chester April 14 Moore & Son, Birkenhead

JONES, ELIZABETH, Cwmdauddwr, Radnor April 24 Morgan & Harries, Llanidloes

KIDDLE, HANNAH MARIA, Southport April 20 Stephenson, Liverpool

KING, RICHARD, Oxford April 24 Galpin, Oxford

LEADOYD, ELIZABETH, Wood Green May 3 Martineau & Reid, Raymond bldgs

LEWIN, WILLIAM EDWARD, Boston, Lincoln May 1 Millington & Simpson, Boston

MCDOWELL, JAMES, Long Melford, Suffolk May 31 Fisher & Steed, Long Melford

MEES, CHARLES, Brighton April 23 Waddy & Co, Finsbury pvmnt

MILWARD, The Rev HENRY CHARLES, Lyonshall Vicarage, Hereford May 1 Milward, Birmingham

MONK, ELIZA, Hulme, Manchester April 30 Scholfield, Manchester

PARKINSON, GEORGE, Jersey April 23 Bulcraig, Norfolk st, Strand

PHILLIPS, AUGUSTUS, Stoke Bishop, Gloucester, Merchant April 30 Abbot & Co, Bristo

PLACE, EMMA, Folkestone April 30 Wightwick & Gardner, Folkestone

REES, WILLIAM, and MARY SUSANNAH REES, Cardiff, Shipbroker April 13 Cory & White, Cardiff

RICHMOND, CHARLES HENRY, Balham April 22 Finch & Turner, Cannon st

ROBINSON, RALPH BRISCOE, Thingwall, Chester May 1 Thompson & Co, Birkenhead

ROBSHAW, GEORGE, Paris May 1 Capel-Cure & Ball, Clement's inn

ROMANES, JOHN, Beckenham April 30 Snell & Co, George st, Mansion House

ROWSON, ANNIE, Latchford, Chester April 30 Davies & Co, Warrington

SOLLOWAY, KATE, Oxford April 24 Galpin, Oxford

STUART, JANET, Old Jewry April 19 Routh & Co, Southampton st, Bloomsbury

TOLLEMACHE, The Hon CATHERINE ELIZABETH CAMILLA, Leicester May 1 Atter, Stamford, Lincs

WEST, WILLIAM NOWELL, Russell sq April 30 Dommett & Son, Gresham st

WHITE, WILLIAM, Leicester April 10 Dewes & Musson, Ashby de la Zouch

WIBLIN, MARIA, Oxford April 24 Galpin, Oxford

WINDEBANK, ELLEN NORRIS, Gosham, Hants April 29 King Landport

London Gazette.—FRIDAY, March 26.

ANDREW, SAMUEL, Sale, Chester May 1 Shippey & Jordan, Manchester

ANDREWS, MARY ANN, Lytchett Matravers, nr Poole, Dorset April 22 Trevanion & Co, Poole

AUSTIN, THOMAS KINGSTON, Kensington April 30 Austin, Old Serjeants' inn

BAILEY, WALTER GEORGE, St Giles, Camberwell April 30 Watts & Son, St Dunstan's hill

BROMILOW, JOHN, Bolton, Lancaster, Beerseller April 19 Russell, Bolton

BROMLEY, WILLIAM, Milton next Gravesend, Kent May 8 Carr & Martin, Gt Tower st

BROWN, ELEANOR, Deptford April 24 Howard & Shelton, Greenwich

CHAYTOR, Sir WILLIAM, Crown Hall, York April 30 Trotter & Co, Bishop Auckland

COUPLAND, ISABELLA, Lancaster April 17 Hall & Co, Lancaster

ECCLESTONE, FRANCIS, Hampstead May 25 A Newton & Co, Gt Marlborough st

GELDART, Mrs MARY METCALFE, Carlton in Coverdale, York May 1 Hugh Maughan, Middleham

GORMAN, MARIA CHRISTINA, Bath April 30 Lee & Pembertons, Lincoln's inn fields

HARRISON, WILLIAM, Worksop, Notts, Station Master April 30 J S & C A Whall, Worksop

HEWISON, Miss MARY, Bath rd, Bedford Park May 1 Dees & Thompson, Newcastle upon Tyne

HINES, HARRIETT ANN, Heaton Chapel, Lancs April 17 Rowcliffe & Co, Manchester

HOPKINS, ELIZABETH, Upwey, Dorset May 17 Andrews & Co, Weymouth

IVES, THOMAS, Norwich, Butcher April 25 Preston & Son, Norwich

LEECH, PAMELA, Ashton under Lyne April 13 Hewitt, Ashton under Lyne

LEES, MARY, Ashton under Lyne April 27 Barber, Ashton under Lyne

LOW, HENRY, Lordswood, Southampton April 23 Page & Gulleford, Southampton

LOWTHER, JOHN, New Basford, Notts April 20 Wells & Hind, Nottingham

MACDONALD, ALEXANDER, Fleet st April 26 Morton & Co, Edinburgh

MITCHELL, SABINA, Bradford, York April 20 Watson & Co, Bradford

MORGAN, JOHN, Aberdare, Glam, Builder April 16 Gery & Rhys, Aberdare

MORLEY, ANNIE, Usk, Monmouth, Innkeeper April 30 Gustard & Waddington, Usk

NOAKE, ISRAEL, Upwey, Dorset May 17 Andrews & Co, Weymouth

OPENSHAW, JOHN, Blackpool April 23 Banks & Co, Preston

PATCHETT, MARGARET, Shipley, York April 27 Walshaw, Halifax

RATCLIFFE, EDWARD, Hawarden, Engineer April 15 Simon, Mold

REYNOLDS, HENRY, Leigh, Lancs, Engineer June 22 F Whitaker, Lancaster pl

RICHMOND, CHARLES HENRY, Balham April 22 Finch & Turner, Cannon st

RICHARDS, MARY, Acton April 22 David & Evans, Cardiff

ROBERTS, THOMAS, Bowes Park May 10 Leggatt & Co, Gray's inn

SEGRAVE, ANNE CECILY, George st, Portman sq May 3 Witham & Co, Grays inn sq

SKINNER, MARY, Exeter May 7 J & S P Pope, Exeter

SMITH, THOMAS, Coventry, Warwick April 26 Kirby & Sons, Coventry

THOMPSON, EDWARD, Plastinnie, nr Mold, Flint May 1 Kelly & Co, Mold

TOPLIS, MARCUS, Derby April 20 Potter, Matlock Bridge

TRASK, JOHN ERNEST, St James's sq, Holland Park April 24 Hopgoods & Dowson, Whitehall place

TUCKER, WILLIAM JOHN ARNOLD, West Brompton, May 1 Richardson & Sadler, Golden sq

TURNER, JOSEPH, Edenfield, nr Bury, Lancs April 10 Woodcock & Sons, Haslingden

USHER, HENRY, Snitterby, Lincoln April 9 Toynbee & Co, Lincoln

VAUGHAN, The Rev JOSEPH JEROME, Chorlton cum Hardy, nr Manchester April 7 Southam, Manchester

WARD, MARY, Northampton April 23 Becke & Green, Northampton

WHITEFORD, CAROLINE LOVELL, Plympton St Mary, Devon May 31 Whitefield & Bennett, Plymouth

WILLIAMS, JANE, Newton Abbot, Devon April 13 Baker, Newton Abbot

WILLIAMS, WILLIAM JAMES, Hanover st April 23 Smith & Sons, Aldersgate st

London Gazette.—FRIDAY, March 30.

ACKROYD, ABRAHAM, Shelf, nr Halifax May 15 Farrar, Halifax

ALDERTON, THOMAS JAMES, Belvedere, Kent April 15 Rawlins, Lombard st

BETTRIDGE, EMMA, Islington May 1 Beck, East India avue

BETTY, HENRY THOMAS, Dulwich, Tragedian June 1 Vallance & Vallance, Essex st, Strand

BOWLER, WILLIAM, Derby, Farmer April 24 Peake & Fermor, Ripley, Derby

COOKSLEY, WILLIAM, Spitalfields May 6 Clapham & Co, Devonshire sq

DARNLEY, The Right Hon JOHN STUART, Earl of, Hill st, Berkeley sq April 30 Rowcliffes & Co, Bedford row

DOUGLAS, ROBERT, Berwick upon Tweed, Solicitor May 12 Douglas, Berwick on Tweed

EDWARDS, MARY AMELIA, Chelsea May 8 Pearce & Sons, Giltspur st

FURNESS, JOHN, Southport April 24 Orrell, Manchester

GALPIN, EMMA AMELIA, Roehampton, Surrey May 8 Crawley & Co, Whitehall pl

GRANTLEY, The Right Hon, KATHARINE Baroness, Upper Grosvenor st May 1 Bircham & Co, Parliament st

GREATBACH, MARY ANNA, Champion Park, Denmark Hill May 10 Tyler, Clement's inn, Strand

GREENHALGH, JOHN, Bury April 27 P & J Watson, Bury

HARDY, ELEANOR, Deal May 1 Martin & Nicholson, Queen st

HATHER, THOMAS, Nottingham, Auctioneer May 12 Eking & Wyles, Nottingham

HAYWARD, JOHN, sen, Kenwick's Park, nr Ellesmere, Salop, Farmer May 15 Bowdler, Shrewsbury

HOMER, SARAH, Wollescote, Worcester April 24 Hinds, Stourbridge

HOWITT, JOSEPH, Nottingham May 1 Fraser, Nottingham

LAMBE, EDWARD, I of Ely, Cambridge, Farmer April 23 Margetts & Co, Chatteris

LEADOYD, ELIZABETH, Wood Green May 3 Martineau & Reid, Raymond bldgs

MATHER, JOSEPH, Littleborough, nr Rochdale May 11 Chadwick, Rochdale

MIDGLEY, ROBERT, Halifax, Stone Merchant May 1 Sutcliffes, Hebden Bridge, Yorks
MILLWARD, HENRY, Lye, Worcester April 24 Hinds, Stourbridge
MILTON, ALFRED, Chudleigh, Devon, Licensed Victualler April 25 Friend & Co, Exeter
MORAN, JOHN, Harwich, Contractor April 31 Ward, Harwich
MORETON, SAMUEL ROWLAND, Chester, Farmer May 3 Algn & J E Fletcher, Norwich
OGDON, HANNAH, Wirksworth, Derby April 1 Kingdon & Severne, Wirksworth
RATCLIFFE, EDWARD, Hawarden, Engineer April 15 Simon, Mold
SAVAGE, SAMUEL, Teesdale st, Hackney rd May 7 Francis & Calley, Austin Friars
SKIDMORE, THOMAS EMMOTT, Newtown, Montgomery, Brewer April 25 Talbot & Watkins, Newtown
SMITH, GEORGE EMMANUEL, Wakefield, Chemist May 4 Senior & Barratt, Wakefield
SMYTH, the Rev SAMUEL BUXTON, Folkestone May 26 Gill, Knaresborough
STURGE, EDWARD TOMKINS, City rd June 24 Boulton & Co, Northampton st
SUTCLIFFE, JOHN, Halifax May 1 Sutcliffes, Hebden Bridge, Yorks
UNWIN, WALTER MOSLEY, Bournemouth May 1 Upton & Co, Austin Friars
WALTER, ELLEN ANNIE, Crookham, Hants April 27 Cameron & Co, Gresham House
WILKINS, HENRY SANDELL, Bradford on Avon, Wilts May 10 Stone & Co, Bath
WILLIAMSON, ANNE, Palace Grdns ter May 14 Emmet & Co, Bloomsbury sq
WILSON, CHARLES, Warwick, Nurseryman May 20 Handley & Co, Warwick
WOOD, SAMUEL, Newcastle upon Tyne, Coal Merchant May 18 Brown, Newcastle upon Tyne

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 2.

RECEIVING ORDERS.

ABSOLON, GEORGE, Lowestoft, Farmer Great Yarmouth Pet March 29 Ord March 29
ATTWATER, ALEXANDER HENLEY, Brighton, Architect High Court Pet Feb 12 Ord March 29
BALL, JAMES, Loughborough, Lace Dealer Leicester Pet March 29 Ord March 29
BARELL, G S, Tufnell Park High Court Pet March 6 Ord March 29
BARTON, FRANK CHARLES, and WALTER BARTON, Newport, I W, Builders Newport Pet March 30 Ord March 30
BEALE, WILLIAM, Battersea Wandsworth Pet March 31 Ord March 31
BLOODWORTH, CHARLES, Lenton, Nottingham, Lace Manufacturer Nottingham Pet March 31 Ord March 31
BRUNETTI, H A, Scething lane, Wine Merchant High Court Pet Feb 25 Ord March 30
CALLAGHAN, HUGH CALVERT, Cardiff, Oil Merchant Cardiff Pet March 30 Ord March 30
CAPPS, E, Felixstowe, Suffolk, Builder Ipswich Pet Jan 9 Ord March 27
CARLTON, CHARLES HUGH, Kenwyn, Cornwall, Farmer Truro Pet March 31 Ord March 31
CARTER, CHARLES WILLIAM, Kensington, Solicitor High Court Pet Feb 19 Ord March 16
COATES, RICHARD, Kidderminster, Builder Kidderminster Pet March 29 Ord March 29
COTTRELL, ROBERT, Eglwysilan, Glam, Builder Pontypridd Pet March 30 Ord March 30
CROMPTON, ANNIE, Leigh, Lancs Bolton Pet March 31 Ord March 31
DAVIES, EBENEZER, Llanelly, Builder Carmarthen Pet March 31 Ord March 31
DIXON, JOHN LAURENCE, Sheffield, Grocer Sheffield Pet March 29 Ord March 29
DODSWORTH, E F, Ludlow, Salop High Court Pet March 23 Ord March 30
ELIOT, RICHARD FFOLLIOTT, and GEORGE EDWARD ELIOT, Weymouth, Bankers Dorchester Pet March 30 Ord March 30
GARDINER, JAMES WILLIAM, Birmingham, Baker Birmingham Pet March 24 Ord March 24
HARRISON, ARTHUR, Lincoln, Corn Merchant Lincoln Pet March 30 Ord March 30
HOWARD, WILLIAM ALBERT, Brixton, Builder High Court Pet March 31 Ord March 31
KILVINGTON, JOHN THOMAS, Redcar, Yorks Stockton on Tees Pet March 27 Ord March 27
LEE, GEORGE FREDERICK, Fulham, Electrical Engineer High Court Pet March 30 Ord March 30
MCKIM, JOHN LAING, Cannon st, Company Promoter High Court Pet Feb 12 Ord March 27
MILLS, JOSEPH, Deptford, Ironfounder Greenwich Pet March 12 Ord March 30
NELSON, PHILIP, Wigan Wigan Pet March 29 Ord March 29
PICTON, WILLIAM, Cardiff, Builder Cardiff Pet March 30 Ord March 30
POWER, JOSEPH, Derby, Leather Dealer Derby Pet March 31 Ord March 31
PRICE, GEORGE WATKIN, Hay, Brecons, Grocer Hereford Pet March 30 Ord March 30
RUDD, WILLIAM, Walton, Liverpool, Grocer Liverpool Pet March 24 Ord March 31
THOMAS, DAVID MORGAN, Swansea, Commission Agent Swansea Pet March 30 Ord March 30
TURNER, JOHN, Thornhill, York, Yarn Spinner Dewsbury Pet March 30 Ord March 30
URMSTON, JOHN TAYLOR, Birkenhead, Grocer Birkenhead Pet March 9 Ord March 31
WIGG, SAMUEL LEGGETT, Wilby, Suffolk, Carpenter Ipswich Pet March 30 Ord March 30
WOODALL, WALTER, Wells next the Sea, Norfolk, Tailor Norwich Pet March 29 Ord March 29
YEO, THOMAS, Swansea, Foreman Joiner Swansea Pet March 27 Ord March 27

Amended notice substituted for that published in the London Gazette of March 5.

ADLARD, JOSEPH STOTHARD, Gt Grimsby, Tobacconist Gt Grimsby Pet March 2 Ord March 2

FIRST MEETINGS.

ABSOLON, GEORGE, Lowestoft, Farmer April 10 at 12 Off Rec, 8, King st, Norwich
ANDERSON, JAMES, Barnoldswick, Yorks, Auctioneer April 12 at 12 Off Rec, 31, Manor row, Bradford
ATTWATER, ALEXANDER HENLEY, Brighton, Architect April 12 at 2.30 Bankruptcy bldgs, Carey st
BALL, JAMES, Loughborough, Lace Dealer April 9 at 12.30 Off Rec, 1, Berridge st, Leicester
BARELL, G S, Tufnell Park April 12 at 11 Bankruptcy bldgs, Carey st
BURY, RICHARD, Burnley, Millwright April 30 at 1 Exchange Hotel, Nicholas st, Burnley
CADMAN, W, Wrexham, Tea Dealer April 9 at 12 The Priory, Wrexham
CAPPS, E, Felixstowe, Builder April 9 at 2.15 Off Rec, 36, Princes st, Ipswich
CARLTON, HENRY, Kingston upon Hull, Builder April 9 at 11 Off Rec, Trinity house ln, Hull
CLARKE, FREDERICK WILLIAM, Brixton April 9 at 1 Bankruptcy bldgs, Carey st
CURTIS, CHARLES WILLIAM DENISON, Deal, Kent, Glass Dealer April 9 at 4 Bankruptcy bldgs, Carey st
DOWDLE, WILLIAM HENRY, Brynmill, Swansea, Baker April 9 at 12 Off Rec, 31, Alexandra rd, Swansea
GOLDSMITH, WILLIAM KINGSTON, Dorking, Fishmonger April 9 at 11.30 24, Railway app, London Bridge
GRIFFITHS, DAVID, Rotherham, Grocer April 12 at 2.30 Off Rec, Figtree lane, Sheffield
GRINDLAY, WALTER, Essex court, Temple, Barrister April 9 at 12 Bankruptcy bldgs, Carey st
HARRIS, MARKS, New Tredegar, Mon, Outfitter April 9 at 3 65, High st, Merthyr Tydfil
HODGE, WILLIAM, West Hartlepool, Ironmonger April 9 at 4.30 Royal Hotel, West Hartlepool
HORTON, JOSEPH, Cradley Heath, Staffs, Auctioneer April 9 at 10 30 Off Rec, Dudley
HOW, WILLIAM, Chatham, Wood Dealer April 12 at 11 115, High st, Rochester
HUGHES, WILLIAM, Llanwnda, Farmer April 14 at 12.45 Prince of Wales Hotel, Carnarvon
KERSHAW, JOHN, ROBERT ROBERTS KERSHAW, and JOSEPH KERSHAW, Smithy Bridge, nr Rochdale, Finishers April 9 at 11 Townhall, Rochdale
LONGBOTTOM, JOHN HENRY, Ovenden, Halifax, Worsted Spinner April 10 at 11 Off Rec, Townhall chmbrs, Halifax
MABBOTT, SAMUEL HENRY, Brighton April 9 at 12 Off Rec, 4, Pavilion bldgs, Brighton
MCKIM, JOHN LAING, Cannon st, Company Promoter April 9 at 2.30 Bankruptcy bldgs, Carey st
MANNING, ALFRED, Kidderminster, Grocer April 9 at 11 H G Ivens, Solicitor, High st, Kidderminster
NELSON, PHILIP, Wigan April 13 at 11 16, Wood st, Bolton
PERCEVAL, HUGH SPENCER DUDLEY, St James's st April 14 at 11 Bankruptcy bldgs, Carey st
PLUMPTON, ALFRED WILLIAM EDWARD, Camden Town, Musical Director April 12 at 2.30 Bankruptcy bldgs, Carey st
PORTER, HENRY FRANCIS, Eastcheap April 12 at 11 Bankruptcy bldgs, Carey st
RANDALL, WILLIAM, Ashford, Kent, Cycle Maker April 9 at 9 Off Rec, 73, Castle st, Canterbury
SETON, ANDREW RAMSAY WILMOT, 8th Kensington April 15 at 12 Bankruptcy bldgs, Carey st
SHAUL, BENJAMIN, Hythe, Kent, Grocer April 9 at 3.30 Bankruptcy bldgs, Carey st
SNEAD, HARRY SEYMOUR, Albany st, Regent's Park, Boot Maker April 9 at 2.30 Bankruptcy bldgs, Carey st
TIMMS, THOMAS CHARLES, Prestatyn, Flint, Painter April 10 at 11.30 Crypt chmbrs, Chester
VON BISSING, WALTER ADOLPHUS, Brighton April 9 at 12 Bankruptcy bldgs, Carey st
WADE, GEORGE, Vauxhall, Contractor April 15 at 2.30 Bankruptcy bldgs, Carey st
WHEATLEY, GEORGE, Gainford, Durham, Wine Merchant April 9 at 12 15 Station Hotel, Yorks
WHISH, EDWARD BARCLAY, Cromhall, Glos April 12 at 2.30 George and Railway Hotel, Bristol
WHITCOMB, HORACE, and BERESFORD WHITE WHITCOMB, Burleigh st, Strand, Publishers April 14 at 2.30 Bankruptcy bldgs, Carey st
WIGG, SAMUEL LEGGETT, Wilby, Suffolk, Carpenter April 9 at 2 Off Rec, 36, Princes st, Ipswich
WILKINSON, FRED WILLIS, Bradford, Wholesale Confectioner April 12 at 11 Off Rec, 31, Manor row, Bradford
WILLIAMS, JOAN, Wrexham, Miner's Agent April 9 at 11.30 The Priory, Wrexham
WILLIAMS, THOMAS WILLIAM, St Leonards on Sea, Leather Seller April 9 at 3 Off Rec, 24, Railway app, London Bridge
WOODALL, WALTER, Wells-next-the-Sea, Norfolk, Tailor April 14 at 3 8, King st, Norwich
YOUNGJOHNS, HARRY, Kidderminster Clothier April 9 at 11.30 H G Ivens, Solicitor, High st, Kidderminster

ADJUDICATIONS.

ABSOLON, GEORGE, Lowestoft, Farmer Gt Yarmouth Pet March 27 Ord March 29
BALL, JAMES, Loughborough, Lace Dealer Leicester Pet March 29 Ord March 29
BARTON, FRANK CHARLES, and WALTER BARTON, Newport, I of W, Builders Newport and Ryde Pet March 30 Ord March 30
BLOODWORTH, CHARLES, Lenton, Nottingham, Lace Manufacturer Nottingham Pet March 31 Ord March 31
BRUNTON, JOHN, Hoole, Chester, Nursery Gardener Chester Pet March 29 Ord March 31
BURTON, JAMES, Yarm on Tees, Yorks High Court Pet Feb 4 Ord March 29
CALLAGHAN, HUGH CALVERT, Cardiff, Oil Merchant Cardiff Pet March 30 Ord March 30
CARLTON, CHARLES HUGH, Kenwyn, Cornwall, Farmer Truro Pet March 31 Ord March 31
CASTLE, ISAAC, Oxford, Builder Oxford Pet March 3 Ord March 29
CLEAR, JOHN, Old Serjeants' inn, Chancery lane, Solicitor High Court Pet Feb 22 Ord March 30
COTTRELL, ROBERT, Eglwysilan, Glam, Builder Pontypridd Pet March 30 Ord March 30
CROMPTON, ANNIE, Leigh, Lancs Bolton Pet March 31 Ord March 31
DAVIES, EBENEZER, Llanelly, Builder Carmarthen Pet March 27 Ord March 31
DIXON, JOHN LAURENCE, Sheffield, Grocer Sheffield Pet March 27 Ord March 29
ELIOT, RICHARD FFOLLIOTT, and GEORGE EDWARD ELIOT, Weymouth, Dorset, Bankers, Dorchester Pet March 30 Ord March 30
GARDINER, JAMES WILLIAM, Birmingham, Baker Birmingham Pet March 24 Ord March 24
HARDY, GEORGE, Moss Side, nr Manchester, Grocer Salford Pet March 18 Ord March 31
HARRISON, ARTHUR, Lincoln, Corn Merchant, Lincoln Pet March 30 Ord March 30
HUNT, JOHN GEORGE, Spalding, Lincs Peterborough Pet March 3 Ord March 30
KILVINGTON, JOHN THOMAS, Redcar, Yorks Stockton on Tees Pet March 27 Ord March 27
LEE, GEORGE FREDERICK, Fulham, Electrical Engineer High Court Pet March 30 Ord March 30
MAITLAND, CHARLES, Kingston on Thames, Pastor Kingston, Surrey Pet March 1 Ord March 31
NELSON, PHILIP, Wigan Wigan Pet March 26 Ord March 29
PICTON, WILLIAM, Cardiff, Builder Cardiff Pet March 30 Ord March 30
POWER, JOSEPH, Derby, Leather Dealer Derby Pet March 31 Ord March 31
PRICE, GEORGE WATKIN, Hay, Brecons, Grocer Hereford Pet March 30 Ord March 30
SMITH, GEORGE BROWN, Bognor Brighton Pet Feb 8 Ord March 31
STEELE, THOMAS, Liverpool, Brewer Liverpool Pet Feb 19 Ord March 30
WHITFIELD, WILLIAM, Stanley, Durham, House Furnisher Newcastle on Tyne Pet Jan 28 Ord March 27
WIGG, SAMUEL LEGGETT, Wilby, Suffolk, Carpenter Ipswich Pet March 30 Ord March 30
WOODALL, WALTER, Wells-next-the-Sea, Norfolk, Tailor Norwich Pet March 26 Ord March 29
YEO, THOMAS, Swansea, Foreman Joiner Swansea Pet March 27 Ord March 27

London Gazette.—TUESDAY, April 6.

RECEIVING ORDERS.

AGARS, THOMAS, Leigh, Lancs, Watchmaker Bolton Pet April 2 Ord April 2
ALLANSON, JOHN BATH, Carnarvon, Solicitor Bangor Pet April 3 Ord April 3
BETTESWORTH, FREDERICK WILLIAM, Cambridge, Confectioner Cambridge Pet April 1 Ord April 1
CHARLTON BROTHERS, Newcastle on Tyne, Corn Merchant Newcastle on Tyne Pet March 15 Ord April 2
COLLINS, WILLIAM, Plymouth, Horse Dealer Plymouth Pet April 1 Ord April 1
COOKE, WALTER, Chester Macclesfield Pet April 2 Ord April 2
CUNNINGHAM, WILLIAM THOMAS, Canton, Cardiff, Grocer Cardiff Pet March 31 Ord March 31
DICKSON, GEORGE ARTHUR, Heslington, Yorks, Farmer York Pet April 1 Ord April 1
ELVIN, ALFRED ARTHUR, Thetford, Norfolk, Engineer's Fitter Norwich Pet April 3 Ord April 3
GIBBS, FRANCIS WILLIAM, Northampton, Shoe Manufacturer Northampton Pet April 2 Ord April 2
GRIFFITHS, WILLIAM, Menai Bridge, Anglesey, Butcher Bangor Pet April 1 Ord April 1
HARDING, ELIZABETH, Warrington, Draper Warrington Pet April 3 Ord April 3
JACKSON, JOHN, Hatton gdn, Holborn, Clock Dealer High Court Pet March 12 Ord April 2
JOHNSON, WILLIAM SAMUEL, Mansfield, Notts, Draper Nottingham Pet April 2 Ord April 2
KNILL, FRANK ALBERT, Ilfracombe, Coachbuilder Barnstaple Pet April 1 Ord April 1
LEESON, HELEN, Liverpool Liverpool Ord April 1
LESTER, MARY ANN, Dover, Saddler Canterbury Pet April 1 Ord April 1
MAKEPEACE, SAMUEL, Leicester, Framework Knitter Leicester Pet April 1 Ord April 1
MILLER, GEORGE, Gt Yarmouth, Tobacconist Gt Yarmouth Pet March 25 Ord April 2

MITCALF, S W, Hammersmith, Commission Agent High Court Pet March 9 Ord March 31
MORGAN, JOHN, Small Heath, Warwick, Builder Birmingham Pet April 2 Ord April 2
NASSIF, PAUL, Copthall bldgs High Court Pet Feb 15 Pet March 31
ROBERTS, HENRY LLOYD, Llanddeiniolen, Farmer Bangor Pet April 2 Ord April 2
ROGERS, WILLIAM, Hastings, Market Gardener Brighton Pet March 2 Ord April 2
SANDES, ALFRED F, Guildford st, Paper Agent High Court Pet Feb 23 Ord April 1
SMITH, FRANK, Wandsworth, Commission Agent High Court Ord March 27
TEASDALE, JOSEPH SHILLITO, Kingston upon Hull, Corn Factor Kingston upon Hull Pet April 2 Ord April 2
THOMPSON, WILLIAM, Nottingham, Tailor Nottingham Pet April 1 Ord April 1
TUCKETT, JOHN, Exeter, Bellhanger Exeter Pet April 2 Ord April 2
WEBBER, AMBROSE, Wellingborough Northampton Pet March 31 Ord March 31
WILLIAMS, JOHN, Mountain Ash, Glam, Tea Merchant Aberdare Pet April 1 Ord April 1
WILLIAMS, THOMAS FREDERICK, Wellington, Somerset, Commercial Traveller Taunton Pet April 3 Ord April 3
WILSON, GEORGE, Stannington, Yorks Sheffield Pet Feb 25 Ord April 1

FIRST MEETINGS.

AGARS, THOMAS, Leigh, Lancs, Watchmaker April 14 at 11.30 16, Wood st, Bolton
BARTON, FRANK CHARLES, and WALTER BARTON, Newport, I W, Builders April 14 at 12 19, Quay st, Newport, I of W
BETTESWORTH, FREDERICK WILLIAM, Cambridge, Confectioner April 14 at 10 Off Rec, 5, Petty Cury, Cambridge
BROWN, FREDERICK, Lincoln, Labourer April 13 at 11.30 Off Rec, 31, Silver st, Lincoln
BRUNETTI, HENRY AUGUSTIN, Seething lane, Wine Merchant April 13 at 2.30 Bankruptcy bldgs, Carey st
BRUNTON, JOHN, Chester, Nursery Gardener April 13 at 11.30 Crypt chmbrs, Eastgate row, Chester
BUTLER, RICHARD, Christchurch, Hants, Farmer April 13 at 1 Off Rec, Salisbury
CARLTON, CHARLES HIGH, Kenwyn, Cornwall, Farmer April 15 at 12 Off Rec, Boscawen st, Truro
CARTER, CHARLES WILLIAM, Kensington, Solicitor April 13 at 12 Bankruptcy bldgs, Carey st
CATTERICK, JOHN, 8th Shields, Baker April 14 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
CLARKE, WILLIAM, Beckenham, Kent, Builder April 15 at 11.30 24, Railway app, London Bridge
CLARKSON, ENOCH, Walsall, Basket Manufacturer April 15 at 11 Off Rec, Walsall
COOPER, THEOPHILUS, Coleford, Colliery Proprietor April 14 at 12.30 Off Rec, Gloucester Bank chmbrs, Newport, Mon
CRESSY, JOHN HENRY, Stockport, Commercial Traveller April 13 at 10.15 Off Rec, County chambers, Market pl, Stockport
CROMPTON, ANNIE, Leigh, Lancs, Ironmonger April 14 at 11 16, Wood st, Bolton
DICKSON, GEORGE ARTHUR, Heslington, Yorks, Farmer April 15 at 12 Off Rec, 28, Stonegate, York
DODSWORTH, E F, Ludlow, Salop April 13 at 11 Bankruptcy buildings, Carey st
ELTON, WILLIAM, Moorfields, Liverpool April 14 at 3 Off Rec, 29, Queen st, Cardiff
EMANUEL, EMANUEL, Maida Hill April 14 at 12 Bankruptcy bldgs, Carey st
GARDINER, JAMES WILLIAM, Birmingham, Baker April 15 at 11 23, Colmore row, Birmingham
GILLIATT, GEORGE, and THOMAS MANN NAIRNE, Scunthorpe, Lincs, Men's Outfitters April 14 at 11.30 Off Rec, 15, Osborne st, Great Grimsby
GUY, MARTIN FRANK, Ryde, I W, Painter April 14 at 11.30 19, Quay st, Newport, I W
HARRISON, ARTHUR, Lincoln, Corn Merchant April 13 at 12.30 Off Rec, 31, Silver st, Lincoln
HOWARD, WILLIAM ALBERT, Brixton, Builder April 13 at 11 Bankruptcy bldgs, Carey st
HOWELL, EDWARD CHRISTOPHER, Ogmore Vale, Glam, Licensed Victualler April 14 at 11.30 Off Rec, 29, Queen st, Cardiff
HUGHES, EDWARD, Aberystwith, Innkeeper April 27 at 12 Townhall, Aberystwith
IBBITSON, HENRY HARDAKER, and JOHN FREDERICK WILLIAM IBBITSON, Yeadon, Yorks, Cloth Manufacturers April 14 at 11 Off Rec, 22, Park row, Leeds
JOHNSON, THOMAS WILLIAM, South Shields, Plumber April 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
KNILL, FRANK ALBERT, Ilfracombe, Coachbuilder April 13 at 10.30 Sanders & Son, High st, Barnstaple
LEE, GEORGE FREDERICK, Fulham, Electrical Engineer April 13 at 12 Bankruptcy bldgs, Carey st
MATON, JOHN, Hungerford, Berks April 14 at 2.30 Thomas Dreweatt, Newbury, Auctioneer
MEREDITH, THOMAS, Stourbridge, Fruiterer April 23 at 1.50 U H Collis, Stourbridge, Solicitor
MONTAGU, ALGERNON SYDNEY, Brighton, Captain April 13 at 12.30 Off Rec, Salisbury
MORRIS, GEORGE HENRY, and BERTRAM MORRIS, Whyteleafe, Surrey, Fly Proprietors April 13 at 11.30 24, Railway app, London Bridge
NOAKES, ARTHUR, Wadhurst, Sussex, Farmer April 14 at 12.45 C J Parris, 65, High st, Tunbridge Wells
POWER, JOSEPH, Derby April 14 at 11 Off Rec, 40, St Mary's gate Derby
ROBERTS, THOMAS, Birmingham, Club Steward April 15 at 12 23, Colmore row, Birmingham
ROUSSELL, GEORGE, Rhondda Valley, Glam, Coalminer April 13 at 12 65, High st, Merthyr Tydfil
SEAGO, WILLIAM HENRY, Gt Yarmouth April 17 at 12 Off Rec, 8, King st, Norwich
SEELEY, FRANCIS HENRY, Canton, Cardiff, Licensed Victualler April 14 at 11 Off Rec, 29, Queen st, Cardiff
SHEPPARD, SAMUEL, Curdworth, Warwick, Farmer April 14 at 11 23, Colmore row, Birmingham
SLADE, ALBERT, Abercynon, Hairdresser April 13 at 3 65, High st, Merthyr Tydfil
STANDEN, HARRY HENRY, Retford, Tobacconist April 13 at 12 Off Rec, 31, Silver st, Lincoln
TEASDALE, THOMAS, Middlesborough, Cart Builder April 14 at 3 Off Rec, 8, Albert rd, Middlesborough
TURNER, JOHN, Thornhill, Yorks, Yarn Spinner April 14 at 3 Off Rec, Bank chmbrs, Batley
TUSTING, JOHN, Rushden, Draper April 14 at 12 15 County Court bldgs, Sheep st, Northampton
WAINE, ARTHUR FREDERICK, Redland, Bristol, Wine Merchant April 14 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
WALL, SAMUEL, Little Bloxwich, Staffs, Boat Steerer April 15 at 11.30 Off Rec, Walsall
WEBBER, AMBROSE, Wellingborough April 14 at 11.30 County Court, Sheep st, Northampton
WEBSTER, HENRY, Aberystwith April 27 at 11.30 Townhall, Aberystwith
WELLS, SAMUEL JAMES, Lichfield, Grocer April 15 at 10.30 Off Rec, Walsall
WHITE, CHARLES, Kingsand, Cornwall, Builder April 13 at 11 10, Athenæum ter, Plymouth
WILLIAMS, JOHN, Portmadoc, Butcher April 29 at 2.45 Queen's Hotel, Portmadoc
WOOD, CHARLES, Bramley, Leeds, Horse Dealer April 15 at 11 Off Rec, 22, Park row, Leeds
WOOD, EZEKIEL, Buxton, Stonemason April 13 at 11 Off Rec, County chmbrs, Market pl, Stockport
WRIGHT, FRANK ARTHUR, Croydon, Boot Dealer April 15 at 12.30 24, Railway app, London Bridge
YOUNG, JOSEPH, Gt Grimsby April 14 at 11 Off Rec, 15, Osborne st, Gt Grimsby

ADJUDICATIONS.

AGARS, THOMAS Leigh, Lancs, Watchmaker Bolton Pet April 2 Ord April 2
BETTESWORTH, FREDERICK WILLIAM, Cambridge, Confectioner Cambridge Pet April 1 Ord April 1
BRUNETTI, HENRY AUGUSTIN, Seething lane, Wine Merchant High Court Pet Feb 25 Ord April 1
BUTLER, JOHN, St Helen's, Lancs Liverpool Pet March 9 Ord April 2
CATCHPOWLE, THOMAS, Birmingham, Baker Birmingham Pet March 23 Ord April 1
COATES, RICHARD, Kidderminster, Builder Kidderminster Pet March 29 Ord April 1
COLLINS, WILLIAM, Plymouth, Horsedealer Plymouth Pet March 31 Ord April 1
COOKE, WALTER, Somerford, Chester Macclesfield Pet April 2 Ord April 2
CUNNINGHAM, WILLIAM THOMAS, Canton, Cardiff, Grocer Cardiff Pet March 31 Ord March 31
DADSWELL, JOSEPH, jun, Maidstone, Kent, Grocer Maidstone Pet March 24 Ord March 31
DICKSON, GEORGE ARTHUR, Heslington, Yorks, Farmer York Pet April 1 Ord April 1
ELLIOTT, FRANCIS ROBERT, Bucklersbury High Court Pet Feb 18 Ord April 2
ELVIN, ALFRED ARTHUR, Thetford, Norfolk, Engineer's Fitter Norwich Pet April 3 Ord April 3
GOLDSMITH, WILLIAM KINGSTON, Dorking, Fishmonger Croydon Pet March 19 Ord March 30
GRAY, ROBERT THOMAS, Southsea, Post Office Clerk Portsmouth Pet March 20 Ord April 1
GRIFFITH, WILLIAM, Menai Bridge, Anglesey, Butcher Bangor Pet April 1 Ord April 1
HARDING, ELIZABETH, Warrington, Draper Warrington Pet April 3 Ord April 3
JOHNSON, WILLIAM SAMUEL, Mansfield, Notts, Draper Nottingham Pet April 2 Ord April 2
KNILL, FRANK ALBERT, Ilfracombe, Coachbuilder Barnstaple Pet March 31 Ord April 1
MCKIM, JOHN LAING, Cannon st, Company Promoter High Court Pet Feb 12 Ord April 1
MAKEPEACE, SAMUEL, Leicester, Framework Knitter Leicester Pet April 1 Ord April 1
ROBERTS, HENRY LLOYD, Dinorwic, Llanddeiniolen, Farmer Bangor Pet April 2 Ord April 2
ROBERTS, THOMAS, Birmingham, Club Steward Birmingham Pet March 22 Ord April 1
SHEPPARD, SAMUEL, Curdworth, Warwickshire, Farmer Birmingham Pet March 22 Ord March 22
SHERWOOD, ISAAC, jun, and FREDERICK SHERWOOD, Birmingham, Lamp Manufacturers Birmingham Pet Feb 4 Ord March 29
SMITH, FRANCIS HENRY PERCY, Wandsworth, Commission Agent High Court Ord April 3
STANDEN, HARRY HENRY, Retford, Tobacconist Lincoln Pet March 26 Ord March 30
TAVERNER, JOHN PONSFORD, St John's Wood, Florist High Court Pet Feb 25 Ord March 31
TEASDALE, JOSEPH SHILLITO, Kingston upon Hull, Corn Factor Kingston upon Hull Pet April 2 Ord April 2
THOMPSON, WILLIAM, Nottingham, Tailor Nottingham Pet April 1 Ord April 1
TUCKETT, JOHN, Exeter, Bellhanger Exeter Pet April 2 Ord April 2
WADE, GEORGE, Vauxhall, Contractor High Court Pet March 10 Ord April 1
WEBBER, AMBROSE, Wellingborough Northampton Pet March 30 Ord March 31
WHEATLEY, GEORGE, Gainford, Durham, Wine Merchant Stockton on Tees Pet March 15 Ord March 31
WILLIAMS, JOHN, Mountain Ash, Glam, Tea Merchant Aberdare Pet April 1 Ord April 1
WILLIAMS, THOMAS FREDERICK, Wellington, Commercial Traveller Taunton Pet April 3 Ord April 3
WRAIGHT, LEONARD, Sandwich, Dealer Canterbury Pet Jan 29 Ord March 31

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